

CONTRACT BIDDING DOCUMENTS

FOR

HALL HIGH SCHOOL RESTORATION AND RELATED WORK – 2020 PHASE

BID # 200045



INFORMATION
**HALL HIGH SCHOOL RESTORATION
AND RELATED WORK – 2020 PHASE**
975 North Main Street
West Hartford, CT
BID# 200045

ARCHITECT
Jacunski Humes Architects, LLC
15 Massirio Drive, Suite 101
Berlin, CT 06037

PROJECT MANAGER
WILLIAM S. PHIBBS
CAPITAL PROJECTS MANAGER

ALL QUESTIONS TO
PURCHASING SERVICES
Rick Hyman, Buyer

All questions must be submitted in writing and emailed to rick.hyman@westhartfordCT.gov, at least seven calendar days prior to the date established for the opening of bids. Please do not call the Engineer/Architect, Project Manager or Purchasing Office with questions.

00101

INSTRUCTIONS TO BIDDERS

- 00101 PROJECT INFORMATION PAGE
- 00102 TABLE OF CONTENTS
- 00103 PROJECT NARRATIVE
- 00104 LIST OF DRAWINGS
- 00105 LOCATION MAP
- 00106 WORK RULES
- 00107 NOISE ORDINANCE
- 00108 VENDOR REGISTRATION

BIDDING REQUIREMENTS AND FORMS

- 00201 INVITATION TO BID
- 00202 INSTRUCTIONS TO BIDDERS - AIA DOCUMENT A701-1997
- 00203 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS
- 00204 BID FORMS
- 00205 SAMPLE AGREEMENT FORM

LABOR REQUIREMENTS

- 00303 CONTRACT LABOR RATES

GENERAL CONDITIONS

- 00401 GENERAL CONDITIONS - AIA DOCUMENT A201-2007
- 00402 SUPPLEMENTARY GENERAL CONDITIONS

DIVISION 1 - GENERAL REQUIREMENTS

- Section 01 01 00 - Special Conditions
- Section 01 30 00 - Submittals

DIVISION 2 - SITEWORK

- Section 02 07 00 - Selective Demolition *
- Section 02 08 20 - Caulking Abatement *
- Section 02 09 00 - Lead Abatement

DIVISION 4 - MASONRY

- Section 04 20 00 - Unit Masonry
- Section 04 50 00 - Masonry Restoration
- Section 04 90 00 - Masonry Cleaning

DIVISION 7 - MOISTURE PROTECTION

- Section 07 19 00 - Water Repellent
- Section 07 61 00 - Preformed Metal Roofing
- Section 07 92 00 - Sealants

DIVISION 9 - FINISHES

Section 09 90 00 - Painting

DIVISION 32 - EXTERIOR IMPROVEMENTS

Section 32 13 13 - Concrete Pavement

* The above Section 02 08 20 - Caulking Abatement and Section 02 09 00 - Lead Abatement, of these Specifications is included as a guide for removal and disposal of asbestos containing materials. It is the Contractor's responsibility to insure that all Federal, State and Local requirements for handling of asbestos containing materials are met and that proper precautions for protection of personnel and public are adhered to. The Specification section mentioned above were prepared by (Owner's Consultant) EnviroMed Services, Inc., 470 Murdock Avenue, Meriden, CT 06450, telephone 203-238-4846, and are included herein as a courtesy to the Owner. They do not represent instructions, decisions or directions on the part of the Architect, Jacunski Humes Architects, LLC, 15 Massirio Drive, Suite 101, Berlin, CT 06037.

PROJECT NARRATIVE

The project consists of exterior restoration of approximately 5,210 sq. ft. of masonry surfaces. The restoration involves masonry repointing, replacement of deteriorated brick, masonry cleaning and water repellent treatments. The project also involves painting of approximately 2,370 sq. ft. of an existing cementitious plaster ceiling and soffits. In addition to masonry work, new standing seam metal sills, replacement of caulking, painting of doors and frames, and replacement of a portion of concrete sidewalk is part of this project. Lead paint and PCB caulking mitigation is also included in the project scope.

LIST OF DRAWINGS

TITLE SHEET

HM-1 ABATEMENT ELEVATION

HM-2 ABATEMENT ELEVATION

A-1 FLOOR PLAN, REFLECTED CEILING PLAN, AND EXTERIOR ELEVATIONS

A-2 EXTERIOR ELEVATIONS

A-3 DETAILS AND EXISTING CONDITIONS PHOTOGRAPHS

Go gle Maps



Imagery ©2020 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2020 100 ft

General

1. Contractor, Supervisory, and Trades personnel will be required to be familiar with and adhere to the Project Work Rules. Failure to comply with the Work Rules may result in being banned from the project site.
2. The Contractor shall take direction only from the Capital Project Manager or their representative.
3. All construction activities that are disruptive to school operations (due to noise, vibration, dust, orders, etc.) shall occur outside regular school instructional hours.
4. Contractors shall not use Town-owned dumpsters for refuse disposal unless given prior written permission from the Town's capital projects manager.
5. No entry into the building is allowed without prior permission of the Town. When entry is granted each individual must sign in at the main office and obtain a visitor's badge.
6. Have staff available on site to receive and upload your materials whenever deliveries are made. If Contractor staff is not available the delivery will be refused.
7. The Contractor shall maintain, at the site, one copy of the drawings, specifications, addenda, change orders and other modifications, in good order and marked currently; and one copy of approved shop drawings, product data, samples and similar required submittals.
8. Maintain complete files of Material Safety Data Sheets (MSDS) on the jobsite.
9. The Owner does not provide secure storage for the Contractor's materials and tools.

Foreman/Supervisory Personnel

1. The Trade Foreman/Superintendent must be on the jobsite whenever their staff is on site. This includes subcontractor personnel.

All Contractor Personnel

1. Contractors, subcontractors, and all their personnel shall wear a uniform with the company's logo while on site.
2. For individuals working in school buildings or on school sites, the Contractors must conduct a criminal background check. Prior to working in any school building, the Contractor shall provide verification that their employees and subcontractors do not appear on any Sex Offender Registry.
3. Job hours are 7:00 AM to 3:30 PM for first shift and 3:30 PM to 11:00 PM for second shift. Additional time may be subject to custodial overtime charges of approximately \$40.00 per hour.

4. Materials deliveries or movement of construction vehicles is not permitted among buses and students during drop-off of pickup times 8:00-8:45 AM & 3:15-3:45 PM Monday, Tuesday, Thursday, Friday and 1:45-2:15 PM on Wednesday. Times vary among elementary, middle and high school and will be confirmed with the Contractor.
5. No alcohol or controlled substances are allowed on the school property.
6. No smoking is allowed within the building or on the school property.
7. No food is to be eaten in the building. All food-related trash is to be removed from the site at the end of each day.
8. Use of radios and other amplified sound systems is disruptive to building occupants and is not permitted during classroom instructional hours.
9. Clean up all work areas daily. Keep the job clean and debris free.
10. Coordinate your work with the work of other trades. Check preceding work prior to starting new work. Do not proceed unless preceding work is completely acceptable.
11. Protect your work at all times from damage.
12. Park in designated areas only. Keep parking areas accessible for emergency vehicles. Privately owned vehicles are not permitted in areas of construction.
13. Passenger elevators are not to be used by Contractors for transporting materials.

Safety

1. All work activities are to be planned with Safety as the #1 priority.
2. A copy of the Contractor's safety program shall be present at job site.
3. A first aid kit appropriate to the size of the work crew is to be provided by the Contractor
4. Appropriate fire extinguishing supplied by the Contractor shall be present at the work area.
5. All personnel in work areas will have, at a minimum, hard hats, safety glasses, work shoes, shirts with sleeves, and long pants. Hard hats have to have company and employees name.
6. No interruption of building services (e.g. power, water, fire alarm intercom, ventilation, heating, cooling, etc.) without prior coordination with, and permission from, the Owner.
7. No use of any tools, equipment or supplies, other than those supplied by the Contractor.

- L.** Noise created as a result of or relating to an emergency.
- M.** Noise generated by construction activity shall be exempted between the hours of 7:00 a.m. to one hour after sundown, Monday through Saturday.
- N.** Noise created by blasting other than that conducted in connection with construction activities shall be exempted, provided that the blasting is conducted between 8:00 a.m. and 5:00 p.m. local time at specified hours previously announced to the local public or provided that a permit for such blasting has been obtained from local authorities.
- O.** Noise created by on-site recreational or sporting activity which is sanctioned by the state or local government, provided that noise discharged from exhausts is adequately muffled to prevent loud and/or explosive noises therefrom.
- P.** Patriotic or public celebrations not extending longer than one calendar day.
- Q.** Noise created by aircraft.
- R.** Noise created by products undergoing test, where one of the primary purposes of the test is the evaluation of product noise characteristics and where practical noise control measures have been taken.
- S.** Noise generated by transmission facilities, distribution facilities and substations of public utilities providing electrical powers, telephone, cable television or other similar services and located on property which is not owned by the public utility and which may or may not be within utility easements.

TO ALL VENDORS DOING BUSINESS WITH WEST HARTFORD.

Please register in our new vendor self service center

Benefits to vendors include:

1. Notification of upcoming bids
2. Ability to see Purchase Orders and Contracts
3. Information regarding payments to you
4. The ability to update your company's information such as phone number and emails
5. The ability to provide us with all of the commodity codes for your company.

Please go to the following site

<https://selfservice.westhartfordct.gov/MSS/Vendors/default.aspx>

Create a user name and password for your company. Password must be at least 8 characters and contain a Capital and a lower case letter, a number and a symbol.

At the bottom of the page, fill in your vendor number (created by West Hartford) and your tax ID.

Your vendor number is printed on your check above your company name

Continue filling in required information. **Do not forget to choose commodity codes. These codes can be found under vendor information. We will notify you of upcoming bids by the codes that you have picked.**

In addition, please download a W9 from the resources icon on the upper right hand side of the page. Then scan and add it to the attachments under vendor information.

Please call 860-561-7471 if you have any questions.

Once registered, click on bids. To see bids "Accepting Proposals", click on status to sort. Any questions regarding bids please email rick.hyman@westhartfordct.gov.

Thank you.

INVITATION TO BID

Sealed Bid Submissions marked **"HALL HIGH SCHOOL EXTERIOR RESTORATION AND RELATED WORK – 2020 PHASE BID# 200045"** will be received at the office of the Purchasing Division, Room 223, Town Hall, 50 South Main Street, West Hartford, Connecticut until **2:00 PM** on **JULY 14, 2020** at which time they will be publicly* opened and read.

Plans and specifications are available for downloading at www.westhartfordct.gov/bids. Any questions concerning this request for bid shall be addressed to the Purchasing Agent at the address above.

A pre-bid conference will be held on July 1, 2020 at 10:00AM at Hall High School, 975 North Main Street, West Hartford, CT, at which time questions concerning the project will be answered. Prospective bidders are expected to attend the pre-bid meeting as this will be the only opportunity to verbalize questions relative to this project and view the job site with the Town's project team. We will follow social distancing guidelines.

All Bidders must file with their bid a bid bond, certified or treasurer's check in the amount of 10% of the total of the base bid made payable to the Town of West Hartford.

Performance and Labor and Material Payment bonds in the amount of 100% of the contract price will be required of the successful bidder if the contract pursuant to this request for bids exceeds \$50,000.00.

No bid may be withdrawn for a period of ninety (90) days after the opening of bids without the approval and written consent of the Town of West Hartford.

The right is reserved to reject any and all bids, to waive any informalities in the bidding and to make awards in any manner that is the most beneficial to the Town.

*Bidders are encouraged to attend the Town's bid opening at which time the public is afforded an opportunity to record bid prices received in response to the Town's solicitation. Bidders who would like the results of the bid but are unable to attend the bid opening, may check the Town website, www.westhartfordct.gov/gov/departments/purchasing/bid_results a week after the bid opening date. Bidders calling the Purchasing Office for bid results will be referred to the above procedure.

*Due to COVID19, the Town Hall has restricted entry. For this bid, we are allowing for electronic submission along with hard copy submission. All participants must submit both. Hard copy must match electronic submission, the Town maintains the right to reject any bid that does not meet this criteria. Hard copies are to be received in the purchasing office no later than *12:00 noon on July 17, 2020*. They can be mailed or delivered. If delivered, the Town Hall has a number posted at its entry to call for receipt.

Electronic submissions are still required by ***July 14, 2020 at 2:00PM***. In order to provide an electronic submission you must be registered in our vendor database. Please see the vendor registration instructions. Once registered, you will gain access to the bid and the bid documents. Please follow the prompts when submitting your price structures. If you have questions regarding electronic submission, please do not hesitate to contact Rick Hyman via email at rick.hyman@westhartfordct.gov.

TOWN OF WEST HARTFORD
PETER PRIVITERA
PURCHASING AGENT

00201-1

AIA® Document A701™ – 2018

Instructions to Bidders

for the following Project:
(Name, location, and detailed description)

BID# 200045 HALL HIGH SCHOOL RESTORATION AND RELATED WORK – 2020
PHASE
975 North Main Street
West Hartford, CT 06107

THE OWNER:
(Name, legal status, address, and other information)

Town of West Hartford
50 South Main Street
West Hartford, CT 06107

THE ARCHITECT:
(Name, legal status, address, and other information)

Jacunski Humes Architects LLC
15 Massirio Drive, Suite 101
Berlin, CT 06037

TABLE OF ARTICLES

- | | |
|---|------------------------------------------------|
| 1 | DEFINITIONS |
| 2 | BIDDER'S REPRESENTATIONS |
| 3 | BIDDING DOCUMENTS |
| 4 | BIDDING PROCEDURES |
| 5 | CONSIDERATION OF BIDS |
| 6 | POST-BID INFORMATION |
| 7 | PERFORMANCE BOND AND PAYMENT BOND |
| 8 | ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS |

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.

(Indicate how, such as by email, website, host site platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

(Insert the form and amount of bid security.)

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Owner's Financial Capability

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013.)
- .5 Drawings

| Number | Title | Date |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| .6 | Specifications | |
| | Section | Title |
| | | Date |
| | | Pages |
| .7 | Addenda: | |
| | Number | Date |
| | | Pages |
| .8 | Other Exhibits: | |
| | <i>(Check all boxes that apply and include appropriate information identifying the exhibit where required.)</i> | |
| | <input type="checkbox"/> AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below: <i>(Insert the date of the E204-2017.)</i> | |
| | <input type="checkbox"/> The Sustainability Plan: | |
| | Title | Date |
| | | Pages |
| | <input type="checkbox"/> Supplementary and other Conditions of the Contract: | |
| | Document | Title |
| | | Date |
| | | Pages |
| .9 | Other documents listed below: | |
| | <i>(List here any additional documents that are intended to form part of the Proposed Contract Documents.)</i> | |

INSTRUCTIONS TO BIDDERS

AIA Document A701, "Instructions to Bidders", 2018 Edition, American Institute of Architects, Articles 1 through 8, are bound herein and are hereby made a part of the Contract Documents, and shall apply to all Contractors and Subcontractors.

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

Certain Articles of the AIA Instructions to Bidders are revised or replaced by requirements of the Supplementary Instructions, listed below. Such revisions are replacements and shall take precedence over the AIA Instructions to Bidders.

The Following Articles, revised paragraphs, and clauses have the same numerical designations occurring in the AIA Instructions to Bidders, and all additions follow in direct numbered sequence.

Article 1 - Definition

- 1.3 Delete paragraph 1.3 in its' entirety and substitute the following: Addenda are written or graphic instruments issued by the Architect and distributed by the Owner prior to the bid opening which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

Article 2 - Bidder's Representation

Add the following as paragraphs 2.2 and 2.3

- 2.2 A pre-bid conference may be held prior to bidding, at which time all interested parties are requested to attend. The intent of the project and Bidding Documents will be discussed. There will be a question and answer period, during which time prospective bidders are invited to request clarification or interpretation of any and all parts of the Bidding Documents. See Invitation to Bid for date, time, and location of Conference.
- 2.3 Guided tours of the Project Site, at the discretion of the owner, may be conducted prior to the pre-bid conference. Questions and or requests for clarification will not be addressed while the tour is being conducted.

ARTICLE 3 - BIDDING DOCUMENTS

- 3.1.1: Delete second sentence and substitute with the following:
Refer to instructions on Invitation to Bid Page 00201-1.

3.1.2: Delete Paragraph 3.1.2.

3.2.2: Delete the word "Architect" and substitute the word "Owner".

3.3.4: Delete paragraph 3.3.4 in its entirety and substitute with the following:

After the award of the Contract, no substitutions will be considered for the brands specified, except upon written request of the Contractor and written approval by the Architect and Owner. Substitutions shall be submitted in accordance with the requirements listed in Article 3.3.2.

3.3.5: Delete paragraph 3.3.5 in its entirety and substitute with the following:

Approval by the Owner and the Architect of any such substitution shall not relieve the Contractor requesting the substitution of any responsibility for additional costs incurred by other trades for changes made necessary to accommodate the substituted item.

3.4.1: Delete paragraph 3.4.1 in its entirety and substitute with the following:

Addenda will be issued by the Owner and will be mailed to all who are known by the Owner to have received a completed set of Bidding Documents.

ARTICLE 4 - BIDDING PROCEDURES

4.1.6: Add the following words to the beginning of paragraph - "Unless otherwise provided in the Contract Bidding Documents".

4.1.7: Delete paragraph 4.1.7 in its entirety and substitute with the following:

Each copy of the Bid shall include the legal name of the bidder and a statement that the Bidder is a sole proprietor, partnership, corporation or other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and, if the Owner so requests, have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

4.2.3: Delete paragraph 4.2.3 in its entirety and substitute with the following:

Surety Bonds shall be written on forms substantially similar in content to AIA Document A310, and executed by a company authorized to transact business within the State of Connecticut, and the attorney-in-fact who executes the Bond on behalf of the Surety shall affix to the Bond a certified and current copy of his power of attorney.

ARTICLE 5 - CONSIDERATION OF BID

5.1.1: Add new paragraph 5.1.1 as follows:

Bidders are encouraged to attend the Town's bid opening at which time the public is afforded an opportunity to record bid prices received in response to the Town's solicitation. Bidders who would like the results of the bid but are unable to attend the bid opening must submit with their bid a self-addressed stamped envelope and note requesting a copy of the bid results. **BIDDERS CALLING THE PURCHASING OFFICE FOR BID RESULTS WILL BE REFERRED TO THE ABOVE PROCEDURE.**

5.3.1: Delete 1st sentence and substitute the following:

It is the intent of the Owner to award a Contract to the bidder providing the best value to the Owner and is in accordance with requirements of the Bidding Documents and does not exceed the funds available.

5.3.3: Add new paragraph 5.3.3 as follows:

The Owner in awarding the Contract shall be guided by pertinent provisions of the "Town Charter" and "Code of Ordinances".

5.3.4: Add new paragraph 5.3.4 as follows:

A Bid may be rejected if the Bidder cannot show that he has the necessary supervisory staff, labor, capital, materials, machinery and resources to commence the work at the time prescribed and thereafter to prosecute and complete the Work at the rate or time specified; and that he is not already obligated for other work which would delay the commencement, prosecution, or completion of this work. A Bid may also be rejected if the bidder has previously failed to complete a contract within the time required, had previously performed similar work in an unsatisfactory manner, or in the judgment of the Owner is deemed unable to satisfactorily perform the Work.

5.3.5: Add new paragraph 5.3.5 as follows:

Prior to the award of a Contract, if so requested, Bidders must present satisfactory evidence that they have been regularly engaged in the business of doing such Work as they propose to execute and that they are prepared with the necessary supervisory staff, labor, capital, materials, and machinery, resources and responsibilities to conduct and complete the work to be contracted for in accordance with the Contract Documents and to begin it promptly when ordered.

ARTICLE 6 - POST BID INFORMATION

6.3.3: Delete paragraph 6.3.3 in its entirety and substitute with the following:

Prior to the award of the Contract, the Owner will notify the Bidder in writing if either the Owner or the Architect, after due investigation, has a reasonable objection to any such proposed person or entity. If the Owner or Architect has reasonable objection to any such proposed person or entity, the Bidder may, at his option, (1) withdraw his Bid, or (2) submit an acceptable substitute person or entity. In the event of withdrawal under this sub-paragraph, Bid Security will not be forfeited, notwithstanding the provisions of Paragraph 4.4.1.

ARTICLE 7 - PERFORMANCE BOND AND PAYMENT BOND

7.1.1: Delete paragraph 7.1.1 in its entirety and substitute with the following:

If the amount of the Contract to be awarded is Fifty Thousand Dollars (\$50,000) or more, the successful Contract Bidder shall furnish and pay for Surety in the full amount of the Contract. This Bond shall provide 100% security for faithful performance and for payment of all persons performing labor or furnishing materials in connection with this Contract and shall be executed by a company authorized to transact business within the State of Connecticut.

The Contractor shall increase the principal amount of the performance and labor and materials payments bond(s) in direct proportion to any increase in the value of the Contract resulting from such change orders.

7.2.1: Delete paragraph 7.2.1 and substitute the following:

The Bidder shall deliver the required bonds to the Owner prior to execution of a contract and not later than (5) five days from notice of the Owner's intent to award the Contract to the bidder.

ARTICLE 9 - SUPPLEMENTARY INSTRUCTIONS

9.1: Add new paragraph 9.1 as follows:

9.1.1 - The Contractor shall agree that, except in the case of bona fide occupational qualification or need, neither he nor his Subcontractors and/or agents will refuse to hire or employ, or will bar or discharge from employment, or will otherwise discriminate against any individual in compensation or in terms, conditions, or privileges of employment because of race, color, national origin, ancestry, present or past history of mental disorder, mental retardation, or physical disability, including, but not limited to, blindness.

9.1.2 - The Contractor shall further agree that neither he nor his subcontractors and/or agents will discharge, expel, or otherwise discriminate against any person because he/she has opposed any discriminatory employment practice or because he has filed a complaint or testified or assisted in any proceeding under Connecticut General Statutes Sections 46a-82, 46a-83, or 46a-84 or as may be amended.

9.1.3 - The Contractor shall further agree that, except in the case of a bona fide occupational qualification or need, neither he nor his subcontractors and/or agents will advertise employment opportunities in such manner as to restrict such employment so as to discriminate against individuals because of their race, color, religious creed, age, sex, marital status, national origin, ancestry, present or past history of mental disorder, mental retardation or physical disability, including, but not limited to, blindness.

9.1.4 - The terms used in paragraphs 9.1.1, 9.1.2, and 9.1.3 shall have the definitions set forth in Connecticut General Statutes Section 46a-51 or as may be amended.

9.1.5 - The Contractor further agrees, for himself, his subcontractors, and agents, not to otherwise discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, sex, marital status, national origin, ancestry, present or past history of mental disorder, mental retardation or physical disability (including but not limited to blindness) in any manner prohibited by the laws and regulations of the United States, State of Connecticut or Town of West Hartford.

9.2: Add new paragraph 9.2 as follows:

Time: The Contractor to whom this Contract may be awarded, will be required to commence work at the site within ten (10) days of Contract signing unless, otherwise indicated in the sample AIA Standard Form of Agreement Form A101. The work shall be executed diligently thereafter and shall be completed in accordance with the Contract Documents.

9.3: Add new paragraph 9.3 as follows:

The Bidder is directed to the Bid Forms for additional information, instructions, qualifications and requirements.

END OF SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

(Section updated 3/20)

Bid of _____, BIDDER,
(Name of Bidder)

FOR **"HALL HIGH SCHOOL EXTERIOR RESTORATION AND RELATED WORK – 2020 PHASE BID# 200045"** FOR THE TOWN OF WEST HARTFORD, CONNECTICUT.

To: Town of West Hartford
Peter Privitera, Purchasing Agent
Purchasing Services

The undersigned proposes to furnish all labor, materials and equipment, and to perform all work described in the Contract Bidding Documents for **"HALL HIGH SCHOOL EXTERIOR RESTORATION AND RELATED WORK – 2020 PHASE BID# 200045"** in accordance with the Contract Bidding Documents for the amounts shown herein under Schedule of Bids.

Receipt acknowledged of the following addenda:

| | |
|--------------------|-------------|
| Addendum No. _____ | Dated _____ |
| Addendum No. _____ | Dated _____ |
| Addendum No. _____ | Dated _____ |
| Addendum No. _____ | Dated _____ |
| Addendum No. _____ | Dated _____ |
| Addendum No. _____ | Dated _____ |

It is understood and agreed that the Owner has the privilege of rejecting any or all Bids and of waiving informality in any Bid.

It is further understood and agreed that this Bid shall be irrevocable for ninety (90) calendar days after Bid receipt date.

SCHEDULE OF BIDS

1. Base Bid No. 1 for furnishing all labor, materials, equipment and all else whatsoever necessary to perform all work described in the Contract Bidding Documents for **"HALL HIGH SCHOOL EXTERIOR RESTORATION AND RELATED WORK – 2020 PHASE BID# 200045"** for the lump sum of _____

_____ Dollars (\$ _____)

UNIT PRICES

Should the amount of improvements required to be increased due to special considerations found at the site, or because of a request of the Owner, the undersigned agrees that the following supplemental UNIT PRICES will be the basic price in place for computing the EXTRA or CREDIT. Each UNIT PRICE shall include all equipment, tools, labor, permits, fees, etc., incidental to the installation and completion of the work involved:

1. Masonry Repointing \$ _____ per sq. ft.
2. Brick Replacement \$ _____ per brick

ALLOWANCES

1. Masonry Repointing: Included in this proposal is 400 sq. ft. of repointing existing masonry surfaces furnished and performed as specified. The actual amount of repointing shall be adjusted in accordance with the UNIT PRICE for this work.
2. Brick Replacement: Included in this proposal are 50 units of brick replacement furnished and performed as specified. The actual amount of bricks replaced shall be adjusted in accordance with the UNIT PRICE for this work.

CONTRACT TIME

The undersigned Bidder will accomplish all Work required by the Contract Bidding Documents and will provide Substantial completion by **September 1, 2020**, and will provide the Project, ready for Final Completion, by **September 14, 2020**.

BIDDER QUALIFICATIONS

A: If the Bidder is a Corporation, fill out:

The Bidder is a Corporation, organized under the laws of _____, having its principal office at _____. The Principal officers of said Corporation, with their titles and addresses, are as follows:

All persons interested in the Bid as principals are to be named above.

B. Bid must be accompanied by either a certified check, treasurer's check or a Bid Bond, as provided in the Invitation to Bid. If a check is enclosed herein, fill out the following:

| (Name of Bank) | (Address of Bank) | (Amount of Check) |
|----------------|-------------------|-------------------|
|----------------|-------------------|-------------------|

C. Attached hereto are two forms entitled "Summary of Work History". The Bidder is required to complete Form 1 and 2.

- D. The Bidder is required to submit a Certificate of Insurance in amounts and types specified in Insurance Exhibit or provide a letter from the Bidder's insurance agent or broker that such insurance is obtainable at the time of execution of the Agreement and that a Certificate of Insurance shall be provided to that effect not later than the date of Contract signing. (See page #00204-7)
- E. Contract award will be by AIA Agreement Form 101. A copy of the AIA Form 101 is included for the Bidder's information. The parties shall enter into an Agreement in substantially the same form as the attached subject to technical and other modifications as the parties mutually agree. A purchase order shall be issued by the Town subsequent to the execution of the Agreement.
- F. The Contractor by executing this Bid agrees and represents that no person acting for or employed by the Town of West Hartford is directly or indirectly interested in the Bid or proposed Agreement or in the supplies or works to which it relates, or will receive any part of the profit or any commission there from in any manner which is unethical or contrary to the best interest of the Owner.
- G. The Contractor agrees and warrants that in the performance of this Contract it will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, mental retardation or physical disability or other basis in any manner prohibited by the laws of the United States, the State of Connecticut, or the Town of West Hartford.
- H. The Contractor shall employ a full time, on-the-job Project Superintendent as his representative.
- I. The Contractor and/or Subcontractor offers and agrees to assign to the Town of West Hartford and/or the West Hartford Board of Education all rights, titles and interest in all causes of action it may have under Section 4 of the Clayton Act., 15 U.S.C. Section 15, or under Connecticut General Statutes 35-24 et. seq., as amended, arising out of the purchase of services, property, or intangibles of any kind pursuant to the Agreement, or Subcontracts thereunder. This assignment shall be made and become effective at the time the Town/Board awards or accepts such Agreement, without further acknowledgment by the parties. In the alternative, at the option of the Town, the Contractor and/or Subcontractor agrees to pay to the Town its proportionate share of recoveries for anti-trust violations which relate to purchases pursuant to this Contract, or Subcontracts hereunder. The Contractor and/or Subcontractor agrees promptly to notify the Purchasing Agent of the Town of West Hartford of suspected anti-trust violations and claims.

J. The Bidder is aware of and agrees that, if awarded an Agreement, he is bound by the following indemnification language:

1. To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the Town of West Hartford, and the West Hartford Board of Education, their respective boards, commissions, officers, officials, employees, agents, representatives, and servants from any and all suits, claims, losses, damages, costs (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments or any name or nature for:

1. Bodily injury, sickness, disease, or death; and/or
2. Damage to or destruction of property, real or personal; and/or
3. Financial losses (including, without limitation, those caused by loss of use)

sustained by any person or concern, including officers, employees, agents, Subcontractors or servants of the Town, the Board of Education, or the Contractor, or by the public, which is cause or alleged to have been caused in whole or in part by the negligent act(s) or omission(s) of the Contractor, its officers, employees, agents, or Subcontractors, in the performance of this Agreement or from the inaccuracy of any representation or warranty of the Contractor contained in the Contract Documents. This indemnity shall not be affected by other portions of the Agreement relating to insurance requirements.

2. To the fullest extent permitted by law, the Contractor agrees to release, defend, indemnify, and hold harmless the West Hartford Board of Education, and the Town of West Hartford, their respective boards and commissions, officials, officers, employees, agents, representatives, and servants from any loss, claim, cost penalty, fine or damage that may arise out of the failure of the Contractor, its officers, agents, employees or Subcontractors to comply with any laws or regulations of the United States of America, the State of Connecticut, the Town of West Hartford, West Hartford Board of Education, or their respective agencies. This undertaking shall not be affected by other portions of the Agreement relating to insurance requirements.

K. Substantial completion must be achieved by **September 1, 2020** and final completion must be achieved by **September 14, 2020**. The Contractor shall pay the Owner liquidated damages in the amount of Three Hundred Dollars (\$300.00) per calendar day, which sum is hereby agreed upon, and shall be assessed not as a penalty, but as liquidated damages which the Owner shall suffer by reason of such default. The Owner and Contractor shall acknowledge that failure to effect substantial completion as noted above will precipitate inconvenience and disruption. The Owner and Contractor shall acknowledge that such damages are uncertain or difficult to prove and that the amounts established herein are reasonable assessment of these damages.

BIDDER:

COMPANY

Bidder must sign. Failure to provide an original signature will result in rejection of the bid.

®

SIGNATURE BY DULY AUTHORIZED
(SEAL)

PRINT OR TYPE NAME

The bidder agrees that by affixing their signature to this request for bids, the authorized signatory grants approval to the Town of West Hartford to obtain third party credit reports for the purpose of assessing the financial capacity of the business entity tendering such bid to the Town.

TITLE

DATE

ADDRESS

TELEPHONE

FAX #

E-MAIL

VENDOR FEIN #

BID FORMS TO BE SUBMITTED IN DUPLICATE

If you are not registered with the Town of West Hartford, please go to <https://selfservice.westhartfordct.gov/MSS/Vendors/default.aspx> and select register. Only registered vendors can be awarded the contract.

00204-6

TO: Town of West Hartford
Peter Privitera
Purchasing Agent

FROM:

CLIENT:

DATE:

Dear Mr. Privitera:

In accordance with page 00204-3, Paragraph D of the "Bid Form", please be advised that my client currently has or will have by the date of the execution of the Agreement for this project, a Certificate of Insurance in amounts and types as specified in Article 11 of the Supplementary General Conditions.

Signature
Authorized Agent or Broker

00204-7

SUMMARY OF WORK HISTORY

- 1. The bidder is required to state in the spaces provided below work that the bidder has performed of a similar character to the work described in the Contract Bidding Documents.**

[illegible]

2. The bidder is further required to furnish a complete list of all projects for which he has signed a construction contract within the past 36 months.

Bid Form

AIA-updated-8/97

**Indemnification and Insurance Exhibit
Hall High Exterior Renovation
Bid # 200045**

For purpose of this Exhibit, the term "Contractor" shall also include their respective officers, agents, representatives, employees, and contractors of any tier; and the term "Town of West Hartford and West Hartford Board of Education" (hereinafter called the "Town") shall include their respective boards, commissions, officers, officials, employees, agents, representatives, and volunteers.

I. INDEMNIFICATION

- A. To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the Town of West Hartford, West Hartford Board of Education, and their respective boards, commissions, officers, officials, employees, agents, representatives and volunteers from any and all suits, claims, losses, damages, costs (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments of any name or nature for bodily injury, sickness, disease, or death; and/or damage to or destruction of real and/or personal property; and/or financial losses (including, without limitation, those caused by loss of use) sustained by any person or concern, including officers, employees, agents, contractors of any tier, or volunteers of the Town of West Hartford and West Hartford Board of Education, or the Contractor, or by the public, which is caused or alleged to have been caused in whole or in part by any and all acts, errors or omissions of the Contractor, its officers, agents, representatives, employees, contractors of any tier, or anyone directly or indirectly employed by them arising from or related to the performance of this Contract.
- B. To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the Town of West Hartford, West Hartford Board of Education, and their respective boards, commissions, officers, officials, employees, agents, representatives and volunteers from any and all suits, claims, damages, costs, (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments that may arise out of the failure of the Contractor, its officers, agents, contractors of any tier, or anyone directly or indirectly employed by them to comply with any laws, statutes, ordinances, building codes, and rules and regulations of the United States of America, the State of Connecticut, the Town of West Hartford, or their respective agencies.
- C. To the fullest extent permitted by law, the Contractor agrees to defend, indemnify and hold harmless Town of West Hartford, West Hartford Board of Education, and their respective boards, commissions, officers, officials, employees, agents, representatives and volunteers from any and all suits, claims, losses, damages, costs (including, without limitation, reasonable attorney's fees), compensations, penalties, fines, liabilities or judgments, on account of or in connection with any death of person or injury, loss or damage to any person, property, or to the environment, arising out of the activity of the type contemplated by this Contract, whether or not said activity complies strictly with the requirements of this Contract and, arises out of or in connection with;
- a. the violation or breach, by any employee or person acting on behalf of the Contractor of any federal, state, or local environmental statute, rule, regulation, ordinance, or other law or any provision or requirement of the Contract dealing with hazardous substances or protection of the environment; or
 - b. the release or discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous substances, by any employee or person acting on behalf of the Contractor while present on, within, or in the vicinity of Town owned property; or
 - c. the subsequent storage, processing or other handling of such hazardous substances by any person or entity after they have been removed by the Contractor or persons acting on the Contractor's behalf from Town owned property.
- D. This duty to indemnify shall not be constrained or affected by the Contractor's insurance coverage or limits, or any other portion of the Contract relating to insurance requirements. It's agreed that the Contractor's responsibilities and obligations to indemnify shall survive the completion, expiration, suspension or termination of the Contract.

II. INSURANCE

A. Insurance Requirements

1. The Contractor shall obtain and maintain at its own cost and expense all the insurance described below continuously for the duration of the Contract, including any and all extensions, except as defined otherwise in this Exhibit.
2. Contractor's policies shall be written by insurance companies authorized to do business in the State of Connecticut, with a Best's rating of no less than A:VII, or otherwise approved by the Town.
3. All liability policies (with the exception of Worker's Compensation) shall include the Town of West Hartford, West Hartford Board of Education, and their respective boards, commissions, officers, officials, employees, agents, representatives, and volunteers as an Additional Insured. The coverage shall include, but not be limited to, investigation, defense, settlement, judgment or payment of any legal liability. Blanket Additional Insured Endorsements are deemed acceptable. Any Insured vs. Insured language shall be amended to eliminate any conflicts or coverage restrictions between the respective Insureds.
4. When the Town or the Contractor is damaged by failure of the Contractor to purchase or maintain insurance required under this Exhibit, the Contractor shall bear all reasonable costs including, but not limited to, attorney's fees and costs of litigation properly attributable thereto.

B. Required Insurance Coverages:

1. **Commercial General Liability:** \$1,000,000 each occurrence / \$2,000,000 aggregate for premises/operations, independent contractors' protective, products/ completed operations, contractual liability, personal injury and broad form property damage. Contractor shall continue to provide products/ completed operations coverage for two (2) years after final completion of the work.
2. **Automobile Liability and Physical Damage Coverage:** \$1,000,000 each accident for any auto, including uninsured/underinsured motorist coverage and medical payments. Policy shall include collision and comprehensive physical damage coverage.
3. **Umbrella Liability:** \$2,000,000 each occurrence / \$4,000,000 aggregate, following form.
4. **Workers' Compensation and Employer's Liability:** Statutory coverage in compliance with the Workers' Compensation laws of the State of Connecticut or applicable to the work to be performed. Policy shall include Employer's Liability with minimum limits of \$1,000,000 each accident, \$1,000,000 disease/policy limit, \$1,000,000 disease/each employee.

The Contractor represents that they are currently in compliance with all requirements of the State of Connecticut Workers' Compensation Act and that it shall remain in compliance for the duration of the Contract. The Contractor agrees that Workers' Compensation is their sole remedy and shall indemnify and hold harmless the Town from all suits, claims, and actions arising from personal injuries to the Contractor, however caused. This indemnity shall not be affected by a lapse of Workers' Compensation coverage and/or if the Contractor failed, neglected, refused or is unable to obtain Workers' Compensation insurance.

5. **Personal Property:** All personal property of the Contractor are the sole risk of the Contractor. The Contractor agrees to indemnify, defend and hold harmless the Town from any and all losses or damages, however caused, to any and all personal property belonging to the Contractor.

6. **Contractor's Pollution Coverage:** \$3,000,000 each occurrence **project specific limit** / \$6,000,000 aggregate dedicated to work performed under this Contract only, unless otherwise approved by the Town's Risk Manager. Policy must specifically include pollution coverage for bodily injury, property damage, cleanup costs, defense costs, contractual liability and completed operations for all work performed by or on behalf of the Contractor under the Contract. Exclusions or limitations affecting work performed must be deleted. Policy form must be "pay on behalf of rather than indemnity" and insurance company must have the "right and duty" to defend. The policy shall not contain any provision or definition that would serve to eliminate third party action over claims for employees of the Contractor. Policy shall state that insolvency or bankruptcy of the insured or the insured's estate will not relieve the insurance company of its obligations. The Contractor shall maintain completed operations coverage for two (2) years following the termination or expiration of the Contract, including any extensions.
7. **Hazardous Waste Transporter Coverage:** The Contractor shall have automobile liability coverage written for not less than \$1,000,000 each accident or as specified in the Motor Carrier Act of 1980, whichever coverage is greater. The policy shall include an Amended Pollution Exclusion to cover loading, unloading and transportation activities including hauling of waste to the final disposal location and a Non-Owned Disposal Site Endorsement (claims-made) with the scheduled landfill, or provide evidence of insurance from disposal site operator. **Policy shall be endorsed to include the MCS-90 endorsement and the reimbursement provision of the MCS-90 endorsement will be borne by the Contractor.** The Contractor must submit to the Town a list of transfer and disposal sites to be used, along with the waste manifest provided by the disposal facility identifying ability to accept the type of waste being delivered and limits of financial responsibility, including closure/post closure bonds. Contractor must comply with all applicable D.O.T. and E.P.A. requirements.
8. **Pollution Legal Liability (claims-made):** \$3,000,000 each loss / \$3,000,000 aggregate. Policy shall provide pollution coverage for sudden and non-sudden occurrences resulting in on-site and off-site bodily injury, property damage, cleanup costs and defense costs arising out of the consolidation, transfer, storage or disposal of waste by the Contractor or others contemplated by this Contract.

C. **Additional Terms**

1. **Minimum Scope and Limits:** The required insurance shall meet the minimum scope and limits of insurance specified in this Exhibit, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage is greater. Providing proof of compliance with the insurance requirements described in this Exhibit is not intended, and shall not be construed to exclude the Town from additional limits and coverage available to the Contractor.

Acceptance by the Town of insurance submitted by the Contractor does not relieve or decrease in any manner the liability of the Contractor arising out of or in connection with this Contract. The Contractor is responsible for any losses, claims and costs of any kind which exceed the Contractor's limits of liability, or which may be outside the coverage scope of the policies, or a result of non-compliance with any laws including, but not limited to, environmental laws. The requirements herein are not intended, and shall not be construed to limit or eliminate the liability of the Contractor that arises from the Contract.
2. **Certificates of Insurance:** The Contractor shall provide certificates of insurance, declaration page(s), policy endorsements or provisions acceptable to the Town confirming compliance with this Exhibit and thereafter upon renewal or replacement of each required policy of insurance. Upon request, the Contractor agrees to furnish complete copies of the required policies.
3. **Subcontractors:** Contractor shall cause all contractors of any tier, acting on its behalf, to comply with this Exhibit. The Contractor shall either include its contractors as an Insured under its insurance policies or furnish separate certificates of insurance and endorsements for each subcontractor.
4. **Premiums, Deductibles and Other Liabilities:** Any and all related costs, including but not limited to, deductibles, retentions, losses, claim expenses, premiums, taxes, and audit charges earned are the sole responsibility of the Contractor.
5. **Occurrence Form, Primary and Non-Contributory:** All required insurance coverage shall be written on an occurrence basis, except as defined otherwise in this Exhibit. Each required policy of insurance shall be primary and non-contributory with respect to any insurance or self-insurance maintained by the Town.
6. **Claims-made Form:** Insurance coverage written on a claims-made basis shall have a retroactive date that precedes the effective date of this Contract. The Contractor shall maintain continuous coverage or obtain an

extended reporting period in which to report claims following end of the Contract, for a minimum of two (2) years, except as defined otherwise in this Exhibit.

7. Waiver of Rights of Recovery: Both the Contractor and Contractor's insurers shall waive their rights of recovery or subrogation against the Town.
8. Claim Reporting: Any failure of the Contractor to comply with the claim reporting provisions of the required insurance policies shall not relieve the Contractor of any liability or indemnification in favor of the Town for losses which otherwise would have been covered by said policies.
9. Cancellation Notice: Each required insurance policy shall not be suspended, voided, cancelled or reduced except after thirty (30) days prior written notice has been given to the Town, ten (10) days for non-payment of premium.
10. Compliance: Failure to comply with any of the indemnification or insurance requirements may be held a willful violation and basis for immediate termination of the Contract

3.0 LABOR REQUIREMENTS

Since there are other projects anticipated to be in progress at this location during this time period, ALL BIDS MUST INCORPORATE STATE OF CONNECTICUT PREVAILING WAGE RATES AS PROVIDED IN THIS DOCUMENT. The awarded bidder will be required to pay prevailing wages.

3.01 PREVAILING WAGE RATES

- 3.01.01 The Contractor shall certify in writing and under oath to the Labor Commissioner the pay scale to be used by the Contractor and any Subcontractors. The provisions of this section shall not apply where the total cost of all work to be performed by ALL Contractors and Subcontractors in connection with new construction of any public works project is less than FOUR HUNDRED thousand dollars or where the total cost of all work to be performed by ALL Contractors and Subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is less than ONE HUNDRED thousand dollars. The Contractor shall fully comply with all provisions of Connecticut General Statutes (CGS) 31-53 and shall be subject to such sanctions mandated for violations of said Public Act.
- 3.01.02 The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in CGS 31-53 shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the Town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day.
- 3.01.03 The contractor shall not be paid in accordance with the payment provisions of these Contract Bidding Documents unless the contractor is in full compliance with the mandates of CGS 31-53.
- 3.01.04 Bidders are further advised that if the initial consideration due and payable pursuant to the Contract exceeds the mandatory limits at which prevailing wages rates are required, then the contractor and any subcontractors shall pay the appropriate prevailing wages retroactive to the date of commencement of work on the project. The contractor shall not receive any additional compensation from the Owner as a result of an occurrence of the aforementioned event.

**Minimum Rates and Classifications for
Building Construction**

ID#: 20-12606

**Connecticut Department of Labor
Wage and Workplace Standards Division**

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: Hall High School

Project Town: West Hartford

State#: West Hartford

FAP#: West Hartford

Project: Hall High School Exterior Masonry Renovations

| CLASSIFICATION | Hourly Rate | Benefits |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-----------|
| 1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7** | | |
| 1c) Asbestos Worker/Heat and Frost Insulator | 40.21 | 30.99 |
| 2) Boilermaker | 38.34 | 26.01 |
| 3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons | 35.71 | 33.31 + a |
| 3b) Tile Setter | 34.9 | 25.87 |
| 3c) Terrazzo Mechanics and Marble Setters | 31.69 | 22.35 |
| 3d) Tile, Marble & Terrazzo Finishers | 26.7 | 21.75 |
| 3e) Plasterer | 33.48 | 32.06 |
| -----LABORERS----- | | |
| 4) Group 1: Laborers (common or general), acetylene burners, carpenter tenders, concrete specialists, wrecking laborers, fire watchers. | 31.0 | 22.15 |
| 4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only). | 31.25 | 22.15 |

Project: Hall High School Exterior Masonry Renovations

| | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|------------------------|
| 4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry). | 31.5 | 22.15 |
| 4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80. | 32.0 | 22.15 |
| 4d) Group 5: Air track operator, sand blaster and hydraulic drills. | 31.75 | 22.15 |
| 4e) Group 6: Blasters, nuclear and toxic waste removal. | 34.0 | 22.15 |
| 4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped). | 32.0 | 22.15 |
| 4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew. | 29.28 | 22.15 |
| 4h) Group 9: Top men on open air caisson, cylindrical work and boring crew. | 28.74 | 22.15 |
| 4i) Group 10: Traffic Control Signalman | 18.0 | 22.15 |
| 5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers. | 33.53 | 25.66 |
| 5a) Millwrights | 34.94 | 26.19 |
| 6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9) | 40.0 | 27.67+3% of gross wage |
| 7a) Elevator Mechanic (Trade License required: R-1,2,5,6) | 55.12 | 34.765+a+b |
| -----LINE CONSTRUCTION----- | | |
| Groundman | 26.5 | 6.5% + 9.00 |
| Linemen/Cable Splicer | 48.19 | 6.5% + 22.00 |
| 8) Glazier (Trade License required: FG-1,2) | 38.18 | 21.80 + a |

| | | |
|-----------------------------------------------------------------------------------|-------|-------|
| 9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection | 36.67 | 35.77 |
|-----------------------------------------------------------------------------------|-------|-------|

----OPERATORS----

| | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----------|
| Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over), work boat 26 ft. and over and Tunnel Boring Machines. (Trade License Required) | 42.45 | 25.30 + a |
| Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required) | 42.11 | 25.30 + a |
| Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade. (slopes, shaping, laser or GPS, etc.). (Trade License Required) | 41.32 | 25.30 + a |
| Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper). | 40.91 | 25.30 + a |
| Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24 | 40.28 | 25.30 + a |
| Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine. | 40.28 | 25.30 + a |
| Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer). | 39.95 | 25.30 + a |
| Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24 | 39.59 | 25.30 + a |
| Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine. | 39.17 | 25.30 + a |
| Group 9: Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydroseeder). | 38.71 | 25.30 + a |
| Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc. | 36.54 | 25.30 + a |
| Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment. | 36.54 | 25.30 + a |

Project: Hall High School Exterior Masonry Renovations

| | | |
|------------------------------------------------------------------------------------------------------------------------------|-------|-----------|
| Group 12: Wellpoint operator. | 36.48 | 25.30 + a |
| Group 13: Compressor battery operator. | 35.86 | 25.30 + a |
| Group 14: Elevator operator; tow motor operator (solid tire no rough terrain). | 34.66 | 25.30 + a |
| Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator. | 34.23 | 25.30 + a |
| Group 16: Maintenance Engineer/Oiler. | 33.54 | 25.30 + a |
| Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator. | 38.11 | 25.30 + a |
| Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license). | 35.53 | 25.30 + a |
| -----PAINTERS (Including Drywall Finishing)----- | | |
| 10a) Brush and Roller | 34.62 | 21.80 |
| 10b) Taping Only/Drywall Finishing | 35.37 | 21.80 |
| 10c) Paperhanger and Red Label | 34.12 | 21.05 |
| 10e) Blast and Spray | 36.62 | 21.05 |
| 11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) | 43.62 | 32.06 |
| 12) Well Digger, Pile Testing Machine | 37.26 | 24.05 + a |
| 13) Roofer (composition) | 37.6 | 20.65 |
| 14) Roofer (slate & tile) | 38.1 | 20.65 |
| 15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6) | 37.98 | 38.31 |
| 16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9) | 43.62 | 32.06 |

As of: May 12, 2020

-----TRUCK DRIVERS-----

| | | |
|--------------------------------------------------------------------------------------------------------------------------------|-------|-----------|
| 17a) 2 Axle | 29.86 | 25.79 + a |
| 17b) 3 Axle, 2 Axle Ready Mix | 29.97 | 25.79 + a |
| 17c) 3 Axle Ready Mix | 30.03 | 25.79 + a |
| 17d) 4 Axle, Heavy Duty Trailer up to 40 tons | 30.08 | 25.79 + a |
| 17e) 4 Axle Ready Mix | 30.13 | 25.79 + a |
| 17f) Heavy Duty Trailer (40 Tons and Over) | 30.35 | 25.79 + a |
| 17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids) | 30.13 | 25.79 + a |
| 18) Sprinkler Fitter (Trade License required: F-1,2,3,4) | 45.92 | 26.08 + a |
| 19) Theatrical Stage Journeyman | 25.76 | 7.34 |

Project: Hall High School Exterior Masonry Renovations

Welders: Rate for craft to which welding is incidental.

**Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

***Note: Hazardous waste premium \$3.00 per hour over classified rate*

ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:

- 1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)**
- 2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson**
- 3) Cranes (under 100 ton rated capacity)**

Crane with 150 ft. boom (including jib) - \$1.50 extra

Crane with 200 ft. boom (including jib) - \$2.50 extra

Crane with 250 ft. boom (including jib) - \$5.00 extra

Crane with 300 ft. boom (including jib) - \$7.00 extra

Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol. For those without internet access, please contact the division listed below.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

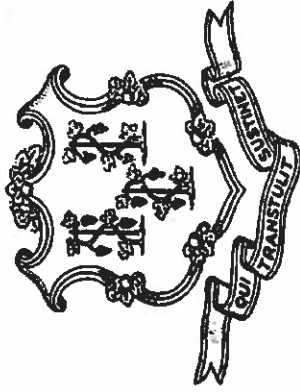
As of: May 12, 2020

Project: Hall High School Exterior Masonry Renovations

--Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

As of: May 12, 2020



THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

**If you have QUESTIONS regarding your wages
CALL (860) 263-6790**

Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.

Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions. (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

(b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2009, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.

(d) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

(P.A. 06-175, S. 1; P.A. 08-83, S. 1.)

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009.

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

(applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

- (10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
- (15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860)263-6790.

THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.

November 29, 2006

Notice

To All Mason Contractors and Interested Parties Regarding Construction Pursuant to Section 31-53 of the Connecticut General Statutes (Prevailing Wage)

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

Forklift Operator:

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.

- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

STATUTE 31-55a

- SPECIAL NOTICE -

To: All State and Political Subdivisions, Their Agents, and Contractors

Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.

Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the **contractor's** responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's Web Site. The annual adjustments will be posted on the Department of Labor Web page: www.ctdol.state.ct.us. For those without internet access, please contact the division listed below.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.

Any questions should be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at (860)263-6790.

Information Bulletin

Occupational Classifications

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53(d).

Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification. If unsure, the employer should seek guidelines for CTDOL.

Below are additional clarifications of specific job duties performed for certain classifications:

- **ASBESTOS WORKERS**

Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

- **ASBESTOS INSULATOR**

Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

- **BOILERMAKERS**

Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

- **BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS**

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

- **CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

- **LABORER, CLEANING**

- The clean up of any construction debris and the general (heavy/light) cleaning, including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting.

- **DELIVERY PERSONNEL**

- If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

- An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer or tradesman, and not a delivery personnel.

- **ELECTRICIANS**

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. **License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.*

- **ELEVATOR CONSTRUCTORS**

Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. **License required by Connecticut General Statutes: R-1,2,5,6.*

- **FORK LIFT OPERATOR**

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

- **GLAZIERS**

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers, which require equal composite workforce.

- **IRONWORKERS**

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which require equal composite workforce.

- **INSULATOR**

- Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings.

- **LABORERS**

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), decorative security fence (non-metal)).

installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

- **PAINTERS**

Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hhg for any and all types of building and residential work.

- **LEAD PAINT REMOVAL**

- Painter's Rate

1. Removal of lead paint from bridges.
2. Removal of lead paint as preparation of any surface to be repainted.
3. Where removal is on a Demolition project prior to reconstruction.

- Laborer's Rate

1. Removal of lead paint from any surface NOT to be repainted.
2. Where removal is on a *TOTAL* Demolition project only.

- **PLUMBERS AND PIPEFITTERS**

Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. **License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.*

- **POWER EQUIPMENT OPERATORS**

Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. **License required, crane operators only, per Connecticut General Statutes.*

- **ROOFERS**

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (demolition or removal of any type of roofing and or clean-up of any and all areas where a roof is to be relaid.)

- **SHEETMETAL WORKERS**

Fabricate, assemble, install and repair sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers. To include testing and air –balancing ancillary to installation and construction.

- **SPRINKLER FITTERS**

Installation, alteration, maintenance and repair of fire protection sprinkler systems.

**License required per Connecticut General Statutes: F-1,2,3,4.*

- **TILE MARBLE AND TERRAZZO FINISHERS**

Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

- **TRUCK DRIVERS**

~How to pay truck drivers delivering asphalt is under REVISION~

Truck Drivers are required to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. **License required, drivers only, per Connecticut General Statutes.*

For example:

- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

➤ *Any questions regarding the proper classification should be directed to:*

*Public Contract Compliance Unit
Wage and Workplace Standards Division
Connecticut Department of Labor
200 Folly Brook Blvd, Wethersfield, CT 06109
(860) 263-6543.*

**Connecticut Department of Labor
Wage and Workplace Standards Division
FOOTNOTES**

- ⇒ Please Note: If the “Benefits” listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the “Benefits” section for the occupation lists only a dollar amount, disregard the information below.

**Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons
(Building Construction) and
(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)**

- a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

Elevator Constructors: Mechanics

- a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

Glaziers

- a. Paid Holidays: Labor Day and Christmas Day.

**Power Equipment Operators
(Heavy and Highway Construction & Building Construction)**

- a. Paid Holidays: New Year’s Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

Ironworkers

- a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

Laborers (Tunnel Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

Roofers

- a. Paid Holidays: July 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

Sprinkler Fitters

- a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

Truck Drivers

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Town of West Hartford
50 South Main Street
West Hartford, CT 06107

and the Contractor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

BID# 200045 HALL HIGH SCHOOL RESTORATION AND RELATED WORK – 2020
PHASE
975 North Main Street
West Hartford, CT 06107

The Architect:
(Name, legal status, address and other information)

Jacunski Humes Architects LLC
15 Massirio Drive, Suite 101
Berlin, CT 06037

The Owner and Contractor agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ The date of this Agreement.

☐ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[] Not later than [] ([]) calendar days from the date of commencement of the Work.

[X] By the following date: September 1, 2020

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

| Portion of Work | Substantial Completion Date |
|-----------------|-----------------------------|
| | |

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be \$ (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

| Item | Price |
|-----------------|-------|
| <u>Base Bid</u> | |

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

| Item | Price | Conditions for Acceptance |
|-----------------|-------|---------------------------|
| <u>Base Bid</u> | | |

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

| Item | Price |
|------|-------|
| | |

1. Masonry Repointing: Included in this proposal is 400 sq. ft. of repointing existing masonry surfaces furnished and performed as specified. The actual amount of repointing shall be adjusted in accordance with the UNIT PRICE for this work.
2. Brick Replacement: Included in this proposal are 50 units of brick replacement furnished and performed as specified. The actual amount of bricks replaced shall be adjusted in accordance with the UNIT PRICE for this work.

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

| Item | Units and Limitations | Price per Unit (\$0.00) |
|------|-----------------------|-------------------------|
| | | |

1. Masonry Repointing \$ _____ per sq. ft.

2. Brick Replacement \$ _____ per brick

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

Liquidated Damages in the amount of \$300.00 (Three Hundred Dollars) per calendar day shall be assessed for the failure to achieve Substantial Completion of the work not later than Commencement Date as stated above and Final Completion of the Work also stated above.

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the first Friday after the Fifteenth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than fifteen (15) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, A201™-2007, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed ~~Work~~ Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5 %).
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 ~~That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified, less retainage of Five percent (5 %);~~

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;

- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document ~~A201-2017~~; A201-2007;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document ~~A201-2017~~; A201-2007; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document ~~A201-2017~~; A201-2007.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document ~~A201-2017~~; A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

0.00 % per annum

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document ~~A201-2017~~, ~~A201-2007~~, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

[Redacted area]

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document ~~A201-2017~~, ~~A201-2007~~, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

☒ Arbitration pursuant to Section 15.4 of AIA Document ~~A201-2017~~ ~~A201-2007~~

☐ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent ~~jurisdiction~~ jurisdiction in Hartford County, Connecticut.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document ~~A201-2017~~, ~~A201-2007~~.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document ~~A201-2017~~, ~~A201-2007~~, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

[Redacted area]

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document ~~A201-2017~~, ~~A201-2007~~.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document ~~A201-2017~~, ~~A201-2007~~ or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

William Phibbs, Capital Projects Manager 860-561-7523
Town of West Hartford
50 South Main Street
West Hartford, CT 06107

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, A201-2007, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- 1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- 2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- 3 AIA Document A201™-2017, A201™-2007, General Conditions of the Contract for Construction
- 4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

5-3 Drawings

| Number | Title | Date |
|--------|-------|------|
| | | |
| Number | Title | Date |
| | | |

6—TITLE SHEET

HM-1 ABATEMENT ELEVATION

HM-2 ABATEMENT ELEVATION

A-1 FLOOR PLAN, REFLECTED CEILING PLAN, AND EXTERIOR ELEVATIONS

A-2 EXTERIOR ELEVATIONS

A-3 DETAILS AND EXISTING CONDITIONS PHOTOGRAPHS

4 Specifications are those contained in the Project Specifications Document Bid# 200045 and are as in Section 9.1.8 below.

| Section | Title | Date | Pages |
|---------|-------|------|-------|
| | | | |

7—DIVISION 1 - GENERAL REQUIREMENTS

Section 01 01 00 - Special Conditions

Section 01 30 00 - Submittals

DIVISION 2 - SITEWORK

Section 02 07 00 - Selective Demolition *

Section 02 08 20 - Caulking Abatement *

Section 02 09 00 - Lead Abatement

DIVISION 4 - MASONRY

Section 04 20 00 - Unit Masonry

Section 04 50 00 - Masonry Restoration

Section 04 90 00 - Masonry Cleaning

DIVISION 7 - MOISTURE PROTECTION

Section 07 19 00 - Water Repellent

Section 07 61 00 - Preformed Metal Roofing

Section 07 92 00 - Sealants

DIVISION 9 - FINISHES

Section 09 90 00 - Painting

DIVISION 32 - EXTERIOR IMPROVEMENTS

Section 32 13 13 - Concrete Pavement

5 Addenda, if any:

| Number | Date | Pages |
|--------|------|-------|
| | | |

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

8—6 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:

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User Notes:

(3B9ADA4B)

(Insert the date of the E204-2017 incorporated into this Agreement.)

[] The Sustainability Plan:

| Title | Date | Pages |
|-------|------|-------|
| | | |

[] Supplementary and other Conditions of the ~~Contract~~ Contract are those contained in the Project Specifications Document Bid# 200045 and are as follows:

| Document | Title | Date | Pages |
|----------|-------|------|-------|
| | | | |

.9—

INSTRUCTIONS TO BIDDERS

00101 PROJECT INFORMATION PAGE

00102 TABLE OF CONTENTS

00103 PROJECT NARRATIVE

00104 LIST OF DRAWINGS

00105 LOCATION MAP

00106 WORK RULES

00107 NOISE ORDINANCE

00108 VENDOR REGISTRATION

BIDDING REQUIREMENTS AND FORMS

00201 INVITATION TO BID

00202 INSTRUCTIONS TO BIDDERS - AIA DOCUMENT A701 - 1997

00203 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

00204 BID FORMS

00205 SAMPLE AGREEMENT FORM

LABOR REQUIREMENTS

00303 CONTRACT LABOR RATES

GENERAL CONDITIONS

00401 GENERAL CONDITIONS - AIA DOCUMENT A201 - 2007

00402 SUPPLEMENTARY GENERAL CONDITIONS

.7 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Contractor's Bid Response attached herein

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Peter Privitera, Purchasing Agent

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)



AIA® Document A201® – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

BID# 200045 HALL HIGH SCHOOL RESTORATION AND RELATED WORK – 2020
PHASE

975 North Main Street
West Hartford, CT 06107

THE OWNER:

(Name, legal status and address)

Town of West Hartford
50 South Main Street
West Hartford, CT 06107

THE ARCHITECT:

(Name, legal status and address)

Jacunski Humes Architects LLC
15 Massirio Drive, Suite 101
Berlin, CT 06037

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- | | |
|----|--------------------------------------------------|
| 1 | GENERAL PROVISIONS |
| 2 | OWNER |
| 3 | CONTRACTOR |
| 4 | ARCHITECT |
| 5 | SUBCONTRACTORS |
| 6 | CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS |
| 7 | CHANGES IN THE WORK |
| 8 | TIME |
| 9 | PAYMENTS AND COMPLETION |
| 10 | PROTECTION OF PERSONS AND PROPERTY |
| 11 | INSURANCE AND BONDS |
| 12 | UNCOVERING AND CORRECTION OF WORK |
| 13 | MISCELLANEOUS PROVISIONS |

Init.

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

INDEX

(Topics and numbers in bold are section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3**

Access to Work

3.16, 6.2.1, **12.1**

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.4.2, 13.7, 14.1, **15.2**

Addenda

1.1.1, **3.11**

Additional Costs, Claims for

3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, **15.1.4**

Additional Inspections and Testing

9.4.2, 9.8.3, **12.2.1**, **13.5**

Additional Insured

11.1.4

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.5**

Administration of the Contract

3.1.3, **4.2**, 9.4, **9.5**

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8, 7.3.8

All-risk Insurance

11.3.1, **11.3.1.1**

Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.6.3, 9.7, 9.10, **11.1.3**

Approvals

2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10, 4.2.7, 9.3.2, **13.5.1**

Arbitration

8.3.1, **11.3.10**, 13.1, **15.3.2**, **15.4**

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.4, 3.12.7, 4.1, 4.2, 5.2, 6.3, 7.1.2, 7.3.7, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, **12.1**, **12.2.1**, **13.5.1**, **13.5.2**, **14.2.2**, **14.2.4**, **15.1.3**, **15.2.1**

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.3, 9.6.4, **15.1.3**, **15.2**

Architect's Additional Services and Expenses

2.4, **11.3.1.1**, **12.2.1**, **13.5.2**, **13.5.3**, **14.2.4**

Architect's Administration of the Contract

3.1.3, 4.2, 3.7.4, **15.2**, **9.4.1**, **9.5**

Architect's Approvals

2.4, 3.1.3, 3.5, 3.10.2, **4.2.7**

Architect's Authority to Reject Work

3.5, 4.2.6, **12.1.2**, **12.2.1**

Architect's Copyright

1.1.7, **1.5**

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, **13.5.2**, **15.2**, **15.3**

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, **13.5**

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, **13.5.2**

Architect's Interpretations

4.2.11, **4.2.12**

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, **1.5**, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, **11.3.7**, **12**, **13.4.2**, **13.5**, **15.2**

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, **11.3.7**

Architect's Representations

9.4.2, 9.5.1, **9.10.1**

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, **13.5**

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.10.2, **10.3.3**

Award of Separate Contracts

6.1.1, **6.1.2**

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1, 5.2.1, **11.4.1**

Binding Dispute Resolution

9.7, **11.3.9**, **11.3.10**, **13.1**, **15.2.5**, **15.2.6.1**, **15.3.1**, **15.3.2**, **15.4.1**

Boiler and Machinery Insurance

11.3.2

Bonds, Lien

7.3.7.4, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.7.4, 9.6.7, 9.10.3, **11.3.9**, **11.4**

Building Permit

3.7.1

Capitalization

1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3

Certificates of Inspection, Testing or Approval
13.5.4

Certificates of Insurance

9.10.2, 11.1.3

Change Orders

1.1.1, 2.4, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, 7.2, 7.3.2, 7.3.6, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9, 12.1.2, 15.1.3

Change Orders, Definition of

7.2.1

CHANGES IN THE WORK

2.2.1, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.3.9

Claims, Definition of

15.1.1

CLAIMS AND DISPUTES

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4

Claims and Timely Assertion of Claims

15.4.1

Claims for Additional Cost

3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, 15.1.4

Claims for Additional Time

3.2.4, 3.7.4, 6.1.1, 8.3.2, 10.3.2, 15.1.5

Concealed or Unknown Conditions, Claims for
3.7.4

Claims for Damages

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6

Claims Subject to Arbitration

15.3.1, 15.4.1

Cleaning Up

3.15, 6.3

Commencement of the Work, Conditions Relating to

2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1, 15.1.4

Commencement of the Work, Definition of

8.1.2

Communications Facilitating Contract

Administration

3.9.1, 4.2.4

Completion, Conditions Relating to

3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 13.7, 14.1.2

COMPLETION, PAYMENTS AND

9

Completion, Substantial

4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7

Compliance with Laws

1.6, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 10.2.2, 11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 15.4.4.2

Consolidation or Joinder

15.4.4

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

1.1.4, 6

Construction Change Directive, Definition of

7.3.1

Construction Change Directives

1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, 7.3, 9.3.1.1

Construction Schedules, Contractor's

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Contingent Assignment of Subcontracts

5.4, 14.2.2.2

Continuing Contract Performance

15.1.3

Contract, Definition of

1.1.2

CONTRACT, TERMINATION OR SUSPENSION OF THE

5.4.1.1, 11.3.9, 14

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1

Contract Documents, Copies Furnished and Use of
1.5.2, 2.2.5, 5.3

Contract Documents, Definition of

1.1.1

Contract Sum

3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, 9.1, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4, 15.2.5

Contract Sum, Definition of

9.1

Contract Time

3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4, 8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 14.3.2, 15.1.5.1, 15.2.5

Contract Time, Definition of

8.1.1

CONTRACTOR

3

Contractor, Definition of

3.1, 6.1.2

Init.

Contractor's Construction Schedules

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Contractor's Employees

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1

Contractor's Liability Insurance

11.1

Contractor's Relationship with Separate Contractors and Owner's Forces

3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4

Contractor's Relationship with Subcontractors

1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8

Contractor's Relationship with the Architect

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1

Contractor's Representations

3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the Work

3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents

3.2

Contractor's Right to Stop the Work

9.7

Contractor's Right to Terminate the Contract

14.1, 15.1.6

Contractor's Submittals

3.10, 3.11, 3.12.4, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2

Contractor's Superintendent

3.9, 10.2.6

Contractor's Supervision and Construction

Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3

Contractual Liability Insurance

11.1.1.8, 11.2

Coordination and Correlation

1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

Copies Furnished of Drawings and Specifications

1.5, 2.2.5, 3.11

Copyrights

1.5, 3.17

Correction of Work

2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2

Correlation and Intent of the Contract Documents

1.2

Cost, Definition of

7.3.7

Costs

2.4, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14

Cutting and Patching

3.14, 6.2.5

Damage to Construction of Owner or Separate Contractors

3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4

Damage to the Work

3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 11.3.1, 12.2.4

Damages, Claims for

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6

Damages for Delay

6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2

Date of Commencement of the Work, Definition of
8.1.2

Date of Substantial Completion, Definition of
8.1.3

Day, Definition of

8.1.4

Decisions of the Architect

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2

Decisions to Withhold Certification

9.4.1, 9.5, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance, Rejection and Correction of

2.3, 2.4, 3.5, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1

Definitions

1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1

Delays and Extensions of Time

3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5

Disputes

6.3, 7.3.9, 15.1, 15.2

Documents and Samples at the Site

3.11

Drawings, Definition of

1.1.5

Drawings and Specifications, Use and Ownership of

3.11

Effective Date of Insurance

8.2.2, 11.1.2

Emergencies

10.4, 14.1.1.2, 15.1.4

Employees, Contractor's

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1

Equipment, Labor, Materials or

1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Execution and Progress of the Work
 1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5,
 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2,
 9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3
 Extensions of Time
 3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2,
 10.4, 14.3, 15.1.5, 15.2.5
 Failure of Payment
 9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
 Faulty Work
 (See Defective or Nonconforming Work)
 Final Completion and Final Payment
 4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.3.1, 11.3.5,
 12.3, 14.2.4, 14.4.3
 Financial Arrangements, Owner's
 2.2.1, 13.2.2, 14.1.1.4
 Fire and Extended Coverage Insurance
 11.3.1.1
GENERAL PROVISIONS
1
Governing Law
13.1
 Guarantees (See Warranty)
Hazardous Materials
 10.2.4, 10.3
 Identification of Subcontractors and Suppliers
 5.2.1
Indemnification
 3.17, 3.18, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2,
 11.3.7
Information and Services Required of the Owner
 2.1.2, 2.2, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5,
 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1,
 13.5.2, 14.1.1.4, 14.1.4, 15.1.3
Initial Decision
15.2
Initial Decision Maker, Definition of
 1.1.8
 Initial Decision Maker, Decisions
 14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
 Initial Decision Maker, Extent of Authority
 14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4,
 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4
 Inspections
 3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
 9.9.2, 9.10.1, 12.2.1, 13.5
 Instructions to Bidders
 1.1.1
 Instructions to the Contractor
 3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2
Instruments of Service, Definition of
1.1.7
 Insurance
 3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 11

Insurance, Boiler and Machinery
11.3.2
Insurance, Contractor's Liability
11.1
 Insurance, Effective Date of
 8.2.2, 11.1.2
Insurance, Loss of Use
11.3.3
Insurance, Owner's Liability
11.2
Insurance, Property
 10.2.5, 11.3
 Insurance, Stored Materials
 9.3.2
INSURANCE AND BONDS
11
 Insurance Companies, Consent to Partial Occupancy
 9.9.1
 Intent of the Contract Documents
 1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4
Interest
13.6
Interpretation
 1.2.3, 1.4, 4.1.1, 5.1, 6.1.2, 15.1.1
 Interpretations, Written
 4.2.11, 4.2.12, 15.1.4
 Judgment on Final Award
 15.4.2
Labor and Materials, Equipment
 1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3,
 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
 Labor Disputes
 8.3.1
 Laws and Regulations
 1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1,
 10.2.2, 11.1.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6,
 14, 15.2.8, 15.4
 Liens
 2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8
 Limitations, Statutes of
 12.2.5, 13.7, 15.4.1.1
 Limitations of Liability
 2.3, 3.2.2, 3.5, 3.12.10, 3.17, 3.18.1, 4.2.6, 4.2.7,
 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3, 11.1.2,
 11.2, 11.3.7, 12.2.5, 13.4.2
 Limitations of Time
 2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,
 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,
 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.3.1.5,
 11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15
Loss of Use Insurance
11.3.3
 Material Suppliers
 1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5
Materials, Hazardous
10.2.4, 10.3

Materials, Labor, Equipment and
1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13,
3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3,
9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and
Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 15.2.8
Mediation
8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, 15.3,
15.4.1
Minor Changes in the Work
1.1.1, 3.12.8, 4.2.8, 7.1, 7.4
MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7,
10.3.2, 11.3.1
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, 12.3
Nonconforming Work, Rejection and Correction of
2.3, 2.4, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4,
12.2.1
Notice
2.2.1, 2.3, 2.4, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1, 9.7,
9.10, 10.2.2, 11.1.3, 12.2.2.1, 13.3, 13.5.1, 13.5.2,
14.1, 14.2, 15.2.8, 15.4.1
Notice, Written
2.3, 2.4, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7, 9.10,
10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, 13.3, 14, 15.2.8,
15.4.1
Notice of Claims
3.7.4, 10.2.8, 15.1.2, 15.4
Notice of Testing and Inspections
13.5.1, 13.5.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.2.2, 9.6.6, 9.8, 11.3.1.5
Orders, Written
1.1.1, 2.3, 3.9.2, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1, 13.5.2,
14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Information and Services Required of the
2.1.2, 2.2, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2,
9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.3, 13.5.1,
13.5.2, 14.1.1.4, 14.1.4, 15.1.3

Owner's Authority
1.5, 2.1.1, 2.3, 2.4, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2,
4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1,
7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1,
9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2, 12.3,
13.2.2, 14.3, 14.4, 15.2.7
Owner's Financial Capability
2.2.1, 13.2.2, 14.1.1.4
Owner's Liability Insurance
11.2
Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.4, 14.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction and to
Award Separate Contracts
6.1
Owner's Right to Stop the Work
2.3
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2
Ownership and Use of Drawings, Specifications
and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, 1.5, 2.2.5, 3.2.2, 3.11, 3.17, 4.2.12,
5.3
Partial Occupancy or Use
9.6.6, 9.9, 11.3.1.5
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1,
14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1,
9.10.3, 13.7, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, 9.7, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 12.3,
13.7, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.7.4, 9.6.7, 9.10.3, 11.4
Payments, Progress
9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
10.3.1

Performance Bond and Payment Bond
7.3.7.4, 9.6.7, 9.10.3, 11.4

Permits, Fees, Notices and Compliance with Laws
2.2.2, 3.7, 3.13, 7.3.7.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION OF
10

Polychlorinated Biphenyl
10.3.1

Product Data, Definition of
3.12.2

Product Data and Samples, Shop Drawings
3.11, 3.12, 4.2.7

Progress and Completion
4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.3

Progress Payments
9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3

Project, Definition of
1.1.4

Project Representatives
4.2.10

Property Insurance
10.2.5, 11.3

PROTECTION OF PERSONS AND PROPERTY
10

Regulations and Laws
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14, 15.2.8, 15.4

Rejection of Work
3.5, 4.2.6, 12.2.1

Releases and Waivers of Liens
9.10.2

Representations
3.2.1, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.8.2, 9.10.1

Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1, 5.1.2, 13.2.1

Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10

Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3

Review of Contractor's Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2

Review of Shop Drawings, Product Data and Samples by Contractor
3.12

Rights and Remedies
1.1.2, 2.3, 2.4, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4, 13.4, 14, 15.4

Royalties, Patents and Copyrights
3.17

Rules and Notices for Arbitration
15.4.1

Safety of Persons and Property
10.2, 10.4

Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4

Samples, Definition of
3.12.3

Samples, Shop Drawings, Product Data and
3.11, 3.12, 4.2.7

Samples at the Site, Documents and
3.11

Schedule of Values
9.2, 9.3.1

Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2

Shop Drawings, Definition of
3.12.1

Shop Drawings, Product Data and Samples
3.11, 3.12, 4.2.7

Site, Use of
3.13, 6.1.1, 6.2.1

Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5

Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5

Special Inspections and Testing
4.2.6, 12.2.1, 13.5

Specifications, Definition of
1.1.6

Specifications
1.1.1, 1.1.6, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14

Statute of Limitations
13.7, 15.4.1.1

Stopping the Work
2.3, 9.7, 10.3, 14.1

Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4

Subcontractor, Definition of
5.1.1

SUBCONTRACTORS
5

Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7

Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1

Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3

Submittal Schedule
3.10.2, 3.12.5, 4.2.7

Subrogation, Waivers of
6.1.1, 11.3.7

Init.

Substantial Completion

4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7

Substantial Completion, Definition of

9.8.1

Substitution of Subcontractors

5.2.3, 5.2.4

Substitution of Architect

4.1.3

Substitutions of Materials

3.4.2, 3.5, 7.3.8

Sub-subcontractor, Definition of

5.1.2

Subsurface Conditions

3.7.4

Successors and Assigns

13.2

Superintendent

3.9, 10.2.6

Supervision and Construction Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3

Surety

5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7

Surety, Consent of

9.10.2, 9.10.3

Surveys

2.2.3

Suspension by the Owner for Convenience

14.3

Suspension of the Work

5.4.2, 14.3

Suspension or Termination of the Contract

5.4.1.1, 14

Taxes

3.6, 3.8.2.1, 7.3.7.4

Termination by the Contractor

14.1, 15.1.6

Termination by the Owner for Cause

5.4.1.1, 14.2, 15.1.6

Termination by the Owner for Convenience

14.4

Termination of the Architect

4.1.3

Termination of the Contractor

14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT

14

Tests and Inspections

3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 11.4.1, 12.2.1, 13.5

TIME

8

Time, Delays and Extensions of

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5

Time Limits

2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 12.2, 13.5, 13.7, 14, 15.1.2, 15.4

Time Limits on Claims

3.7.4, 10.2.8, 13.7, 15.1.2

Title to Work

9.3.2, 9.3.3

Transmission of Data in Digital Form

1.6

UNCOVERING AND CORRECTION OF WORK**Uncovering of Work**

12.1

Unforeseen Conditions, Concealed or Unknown

3.7.4, 8.3.1, 10.3

Unit Prices

7.3.3.2, 7.3.4

Use of Documents

1.1.1, 1.5, 2.2.5, 3.12.6, 5.3

Use of Site

3.13, 6.1.1, 6.2.1

Values, Schedule of

9.2, 9.3.1

Waiver of Claims by the Architect

13.4.2

Waiver of Claims by the Contractor

9.10.5, 13.4.2, 15.1.6

Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6

Waiver of Consequential Damages

14.2.4, 15.1.6

Waiver of Liens

9.10.2, 9.10.4

Waivers of Subrogation

6.1.1, 11.3.7

Warranty

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7

Weather Delays

15.1.5.2

Work, Definition of

1.1.3

Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Notice

2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 12.2.2, 12.2.4, 13.3, 14, 15.4.1

Written Orders

1.1.1, 2.3, 3.9, 7, 8.2.2, 12.1, 12.2, 13.5.2, 14.3.1, 15.1.2

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the

portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall

continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required

submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop

Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a

party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed.

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However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon

compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the

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Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract

Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in

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whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional

Init.

insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

Init.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be

Init.

sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

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ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

Init.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

GENERAL

A. RELATED DOCUMENTS

AIA Document A 201 "General Conditions of the Contract for Construction", (Sixteenth Edition, Copyright 2007, The American Institute of Architects, Articles 1 through 15) and the Town of West Hartford's Supplementary General Conditions (Section 00402 Articles 1-15) are bound herein, and are hereby made a part of the Contract Bidding Documents and shall apply to all Contractors and Subcontractors.

B. AMENDMENTS TO THE GENERAL CONDITIONS

- a. The Supplementary General Conditions include:
 - 1. Any and all revisions to, deletions from, replacement of, and additions to portions of the AIA General Conditions, Articles 1 through 15.
 - 2. Such additional articles beyond Article 15 as may be included herein.
- b. Certain articles of the AIA General Conditions, or portions thereof, are revised by, are deleted, are replaced by, or are supplemented by the requirements of the following Supplementary Conditions. Such revisions, deletions, replacements, or additions shall take precedence over the AIA General Conditions.
- c. Where any such Article is revised, deleted, or replaced, the provisions of such Article not so specifically revised, deleted or replaced shall remain in effect.
- d. The following paragraphs are numbered in sequence corresponding to those of the General Conditions. Revised paragraphs and clauses have the same numerical designations occurring in the General Conditions. Additions to paragraphs, subparagraphs and clauses are numbered in sequence.

ARTICLE 1 – GENERAL PROVISIONS

- 1.1.1 Delete the word "not" on line 7 so that the sentence begins "The Contract Documents do include."
- 1.1.3 Add the following words after the word "obligations" in line 3:

or to be provided by Subcontractors, material suppliers, or any other entity for whom the Contractor is responsible under or pursuant to the Contract Documents.
- 1.2.4 Add new subparagraph 1.2.4 as follows:

In case of any conflict or inconsistency among the Contract Documents, the Architect's decision shall govern. If there is any inconsistency in the Drawings, or between the Drawings and the Specifications, unless otherwise ordered in writing by the Architect or the Owner, the Contractor shall provide the better quality of, or the greater quantity of, work or materials.

1.2.5 Add new subparagraph 1.2.5 as follows:

Where a typical or representative detail is shown on the Drawings, such detail shall constitute the standard of workmanship and materials throughout corresponding portions of the Work. Where necessary, the Contractor shall adopt such detail for use in said corresponding portions of the Work in a manner that is satisfactory to the Architect.

1.5.1 Add the following after the first sentence:

Such drawings, specifications, other documents and copies thereof are and shall remain the joint property of the Architect and Owner.

ARTICLE 2 - OWNER

2.2.1 Delete third and forth sentences.

2.2.2 Add the following at the end of 2.2.2 "unless otherwise provided in the contract documents."

2.2.3 Delete the words "and utility locations" on line 1.

2.2.4 Delete the second sentence of 2.2.4.

2.2.5 Delete subparagraph 2.2.5 in its' entirety and substitute with the following:

The Contractor will be furnished up to fifteen (15) sets of the Contract Bidding Documents at no charge.

2.3 Change subparagraph 2.3 as follows:

Delete the word "repeatedly" in line 2.
Add the following at the end of 2.3:

The Owner's right to order the Contractor to stop the Work shall not relieve the Contractor of any of his responsibilities and obligations under or pursuant to the Contract Documents.

2.5 Add new paragraph 2.5 as follows:

2.5 - Additional Rights

The rights stated in Article 2 shall be in addition to and shall not be in limitation of any other rights of the Owner granted in the Contract Documents or at law or in equity.

ARTICLE 3 - CONTRACTOR

3.2.2 Delete subparagraph 3.2.2 in its' entirety and substitute with the following:

The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner pursuant to subparagraph 2.2.3 and 3.2.3 and shall at once report to the Architect errors, inconsistencies or omissions discovered, or any variance from applicable laws, statutes, ordinances, building codes, rules, regulations or any lawful orders of any governmental body, or public or quasi-public authority. The Contractor shall not be liable to the Owner or Architect for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized or should have recognized such error, inconsistency or omission and failed to report it to the Architect. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect, the Contractor shall assume responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

3.2.3 Delete subparagraph 3.2.3 in its' entirety and substitute with the following:

The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Architect at once. After reporting to the Architect any error, inconsistency or omission the Contractor may discover in the Contract Documents, the Contractor shall not proceed with any work so affected without the Architect's written modifications to the Contract Documents.

3.2.4 Delete subparagraph 3.2.4 in its' entirety and substitute with the following:

The Contractor shall fully comply, or assure full compliance by Subcontractors or others under his direction, with Connecticut General Statutes Section 16-345, et seq. ("Call Before You Dig") and the regulations pertaining thereto. The Contractor shall be responsible to make certain of the exact location of the public and private mains, ducts, poles and utility services prior to excavation. The utility mains, ducts,

TOWN OF WEST HARTFORD
SUPPLEMENTARY GENERAL CONDITIONS

poles and services in the construction area where referred to on the Project plans or elsewhere in the Contract Documents are at the approximate locations furnished by various Utilities concerned. These locations are subject to possible errors in the source of the information and also errors in transcription. Connecticut General Statutes Section 16-349, as amended, makes it mandatory to notify Utilities of any proposed excavation, discharge of explosives, or demolition within the purview of Connecticut General Statutes Section 16-345, et seq. The Contractor shall call 1-800-922-4455 (toll free), 7:00 A.M. to 6:00 P.M., Monday through Friday, at least forty-eight hours prior to beginning the excavation, discharge of explosives, or demolition. The Owner shall be notified in a similar manner. This "Call Before You Dig" service is provided by the Utility companies. Once the call is made, it is the utilities' responsibility to analyze the site and identify and mark their underground facilities. Privately or Town-owned utility mains, ducts, poles and services may be located in the construction area and the Contractor shall contact the Architect to verify their existence and location.

- 3.3.1 Delete the last sentence of subparagraph 3.3.1 and add the following:

Should the Contractor fail to perform his work to the satisfaction of the Architect and Owner, the Architect and Owner have the right to order that all work must stop until the work is rectified.

- 3.3.4 Add new subparagraph 3.3.4 as follows:

The Contractor will be required to attend weekly Project Meetings from the time the Agreement is executed until Final Acceptance.

- 3.4.4 Add new subparagraph 3.4.4 as follows:

The Contractor is encouraged to use local labor where feasible, but not when it is at the expense of poor workmanship and/or higher costs. The Contractor shall not discriminate or permit discrimination in employment or in the award of sub-contracts or in the selection of materials suppliers, in any manner prohibited by the laws and regulations of the United States, the State of Connecticut or the Town of West Hartford.

- 3.5 Add the words "or Owner" after the word "Architect" in line 8.

- 3.6 Delete subparagraph 3.6 in its' entirety and substitute the following:

No amount shall be included in the Bid for Connecticut Sales or Service Taxes or for Federal Excise Tax on materials or supplies purchased for this project. If applicable, the owner shall provide tax exempt documentation for the contractor's records.

TOWN OF WEST HARTFORD
SUPPLEMENTARY GENERAL CONDITIONS

3.7.2 Add the following sentence: A copy of the State license for general and major Subcontractors issued in accordance with C.G.S Section 20-341gg shall be furnished to the Owner upon request.

3.7.4 Add the following before the word "If" on line 1: "Except as in regards to claims relating to hazardous materials which are discussed in Article 3.7.8.."

Line 6, place a period after disturbed and delete rest of sentence.

If the Contractor performs work contrary to laws, statutes, ordinances, building codes, and rules and regulations, the Contractor shall assume responsibility for such work and shall bear the costs attributable to correction.

3.7.6 Add new subparagraph 3.7.6 as follows:

The requirements of subparagraphs preceding do not waive the Contractor's responsibility of complying with the requirements of the contract documents, when such regulations and requirements exceed those of any laws, ordinances, rules, regulations, and orders of any public authority bearing on the work.

3.7.7 Add new subparagraph 3.7.7 as follows:

The Town of West Hartford Building Permit Fee will be waived, however, the General Contractor must apply for the Building Permit, and in all other ways comply with procedures of the office of the Building Official for the Town of West Hartford.

3.7.8 Add new subparagraph 3.7.8 as follows:

The Owner and Architect shall bear no responsibility to the Contractor, or sub-contractor(s) for any delay damages claimed to have resulted from activities claimed to relate to the detection, abatement, or handling of hazardous materials known to exist or subsequently discovered upon the premises. The sole remedy of the Contractor under such circumstances shall be an appropriate extension of contract completion time. No damages shall be paid by the Architect or Owner, their agents, servants or independent Contractors as a result of any such claim.

3.12.10 Delete the word "properly" in line 9 and substitute the word "Connecticut".

3.17 Delete subparagraph 3.17 and substitute with the following:

The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any copyrights and patent rights and shall hold the Owner harmless from loss (including, but not limited to, attorneys' fees and any litigation expenses) unless a particular design, process or the product of a particular

manufacturer or manufacturers is specified in the Contract Documents or where copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect; provided, however, that if the Contractor has reason to believe that the design, process or product specified is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless the Contractor promptly gives such information to the Architect and Owner.

- 3.18.1 Delete subparagraph 3.18.1 in its entirety and replace the original language with the attached Indemnification and Insurance Exhibit which shall be fully incorporated by reference into this Agreement:

ARTICLE 4 - ARCHITECT

- 4.1.2 Delete subparagraph 4.1.2 in its' entirety and substitute the following:

Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written agreement of the Owner and Architect. The Contractor shall be notified of such restriction, modification or extension in writing.

- 4.1.3 Delete the words "as to whom the Contractor makes no reasonable objection and".

ARTICLE 5 - SUB-CONTRACTORS

- 5.2.1 Delete the word "after" on the second line and substitute with the words "prior to" award.

- 5.2.3 Delete subparagraph 5.2.3 in its entirety and substitute the following:

If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If no suitable substitute is agreed upon, the Owner will allow the Contractor to withdraw its bid without penalty.

ARTICLE 6 - CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

- 6.1.1 Add the word "unreasonable" before the word "delay" in the last sentence, line 4.
- 6.1.4 Delete subparagraph 6.1.4 in its' entirety.
- 6.2.3 Delete the second sentence of subparagraph 6.2.3.

6.2.4 Delete the word "wrongfully" on line 1.

ARTICLE 7 - CHANGES IN THE WORK

7.3.3 Delete subparagraph 7.3.3.1 - 7.3.3.4 and substitute with the following:

- .1 Unit prices stated in the Contract Documents or subsequently agreed upon.
- .2 In the absence of unit prices, the mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation, to be determined as follows:
 - A. The cost of labor performed and material used by the Contractor with his own forces.
 - B. The cost of Worker's Compensation, Federal Social Security, and Connecticut Unemployment Compensation at established rates, actual additional cost of payment and performance bonds.
 - C. Actual cost of rental rates for equipment (exclusive of hand tools) employed and used directly on the work.
 - D. Fifteen percent (15%) of (A), (B), and (C) above mentioned for overhead, superintendence and profit. However, if the work to be performed results in a credit to the Owner, no percentage of overhead and profit will apply.
 - E. On work to be performed by a Subcontractor, the Contractor's allowance, for overhead superintendence and profit, is to be ten percent (10%) applied to total cost of Subcontractor's work, including his allowance as per paragraph G.
 - F. On any changes involving the Contractor, Subcontractor or any Contractor of theirs, their total cost and/or omissions shall be combined as one before the application of the percentage allowed for the Contractor's overhead, superintendence and profit in accordance with paragraph E above.
 - G. On work to be performed by a Subcontractor, the Subcontractor's allowance is to be fifteen percent (15%) for his overhead, superintendence and profit applied to paragraphs A, B, and C.

TOWN OF WEST HARTFORD
SUPPLEMENTARY GENERAL CONDITIONS

- H. The Contractor, when performing the work under A, B and C above shall, when requested, promptly furnish in a form satisfactory to the Owner, itemized statements of the cost of the work so ordered, including but not limited to, certified payrolls and copies of accounts, bills and vouchers to substantiate the above estimates.

7.3.4 Delete the word "shall" in line 4 and substitute the word "may".

7.3.7 Delete subparagraph 7.3.7 and substitute with the following:

If the Contractor does not respond promptly or disagrees with the method of adjustment in the Contract Sum, the method and adjustment shall be determined by the Architect in accordance with subparagraph 7.3.3. Under subparagraph 7.3.3 the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data.

7.3.8 Add the following sentence at the beginning of subparagraph 7.3.8:

"Pending final determination of cost to the Owner, amounts not in dispute may be included in Application for Payment."

7.3.9 Delete subparagraph 7.3.9 in its' entirety and substitute the following:

"If the Owner and Contractor do not agree with the adjustment in Contract Time or the method for determining it, the adjustment or the method shall be referred to the Architect for determination."

ARTICLE 8 - TIME

8.2.1 Delete second sentence only and change to read as follows:

By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work and that he is capable of properly completing the Work within the Contract Time.

8.3.1 Delete the words "and arbitration" on line 4 and substitute with the words "or resolution of claims or disputes".

ARTICLE 9 – PAYMENTS AND COMPLETION

9.2 Add the words "and the Owner" after the word Architect on line 2 and add the words "or the Owner" after the word Architect on line 4.

9.2.1 Add subparagraph 9.2.1 as follows:

TOWN OF WEST HARTFORD
SUPPLEMENTARY GENERAL CONDITIONS

The Schedule of Values to be submitted by the Contractor, will include, as a minimum, a separate line item for each Division of the Specifications. Any allowances called for in the Drawings and Specifications will be shown as a separate line item. Additional items to be listed may be required by the Architect.

9.3.1 Delete subparagraph 9.3.1 in its' entirety and substitute with the following:

Not later than the first day of each calendar month, the Contractor shall submit to the Architect an itemized Application for Payment for work performed during the previous month, notarized, supported by such data substantiating the Contractor's

right to payment as the Owner or the Architect may require, and reflecting retainage, if any, as provided elsewhere in the Contract Documents.

9.3.1.1 Delete 9.3.1.1 in its' entirety and substitute with the following:

In order to expedite monthly payments during the course of the project, the Contractor shall, no later than the first day of the month, review with the Architect and Owner a preliminary draft of the Application for Payment to assure agreement with the Contractor before final copies of the Application are typed and formally submitted. The Architect shall then review the Contractor's formal Application for Payment and certify in writing in accordance with Section 9.4, the total value of work done, including an allowance for the value of materials delivered and suitably stored at the site to the time of such estimate. The Owner shall retain five (5) percent of such estimated value until a maximum of five (5) percent of the Agreement sum has been retained, said retainage to be held by the Owner as part security for the fulfillment of the Agreement by the Contractor. Final payment, including the retainage, shall be due thirty (30) days after final completion of the work, provided the work be then fully completed and the Agreement fully performed.

9.3.3 Delete subparagraph 9.3.3 in its' entirety and substitute with the following:

The Contractor warrants that title to all work covered by an Application for Payment, except materials and equipment suitably stored on or off the site, will pass to the Owner no later than the time of payment. However, title to materials and equipment suitably stored on or off site shall not pass to the Owner until such time as said materials and equipment are properly installed by the Contractor even though payment for such materials and equipment may have been previously effected. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor,

materials and equipment relating to the Work. This provision may not be explained, supplemented, or modified by a course of dealing, a usage of trade, a course of performance or other interpretation that may arise out of the commercial context in which this provision is used.

9.4.1 Delete subparagraph 9.4.1 in its' entirety and substitute with the following:

The Architect, will, not later than the seventh (7th) day of each calendar month, either issue and deliver to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determined is properly due, or notify the Contractor and Owner in writing the Architect's reasons for withholding a Certificate as provided in sub-paragraph 9.5.1.

9.4.3 Add new subparagraph 9.4.3 as follows:

If the Application for Payment discloses any problems, the Architect shall immediately bring such problems to the Owner's attention.

9.5.1 Delete the word "reasonably" in line 1; delete the words "in the Architect's opinion" in lines 2 and 8; delete the word "repeated" in sub-subparagraph 9.5.1.7.

9.5.2 Add the following to subparagraph 9.5.2:

The Owner shall not be deemed in default by reason of withholding payment while any of the above grounds remain uncured as stated in paragraph 9.5.1.

9.5.4 Add new subparagraph 9.5.4 as follows:

No interest is to be allowed or paid by the Owner upon any monies retained under the provisions of this Contract.

9.6.1 Delete subparagraph 9.6.1 in its' entirety and substitute with the following:

After the Architect has issued a Certificate for Payments, the Owner shall make payment to the Contractor not later than the first Friday after the 15th day of the calendar month during which the Application has been submitted. Delays in submitting the application for payment in accordance with subparagraph 9.3.1 above will result in a corresponding delay in payment.

9.7 Delete the word "seven" on lines 1, 2 and 4 and replace with the word "fourteen" on both lines. Delete the words "plus interest as provided for in the Contract Documents" on line 7.

TOWN OF WEST HARTFORD
SUPPLEMENTARY GENERAL CONDITIONS

9.8.2 Change subparagraph 9.8.2 as follows:

In line 1, add the words "and Architect" after the word "Owner" and change the word "agrees" to "agree" in line 1. Add the words "and Owner" after the word "Architect" on line 3.

9.8.3 Insert the words "and Owner" after the word "Architect" on lines 1 and 6. Insert the words "and Owner's" after the word "Architect's" on line 2.

9.8.5 Delete subparagraph 9.8.5 in its' entirety and substitute the following:

"The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Architect, the Owner shall make payment reflecting adjustments in retainage, if any, for such work or portion thereof as provided in the Contract Documents."

9.10.1 Add the words "and Owner" on both lines 2 and 3 after the word "Architect".

9.10.2 Delete subparagraph 9.10.2 in its' entirety and substitute with the following:

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect in a form satisfactory to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days after written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) final prints for record drawing use marked by the Contractor with record information as set forth in the Contract Documents, (6) a final sworn statement from the Contractor duly executed and acknowledged showing all Subcontractors to be fully paid and similar sworn statements from Subcontractors and, where appropriate, from Sub-Subcontractors, (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor or Sub-Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, or is not bonded over as provided in the preceding sentence, the Contractor shall promptly

pay to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

10.2.1.4 Add the following as new sub-subparagraph 10.2.1.4:

the environment, including, without limitation, air, water, land, including wetlands, and other natural resources, and plant and animal life of all types.

10.2.2 Delete subparagraph 10.2.2 in its' entirety and substitute with the following:

The Contractor shall give notices and comply with applicable laws (including, without limitation, the requirements of Connecticut General Statutes Section 31-40m relating to toxic substances and the requirements of the Occupational Safety and Health Act and the Construction Safety Act of 1969, as amended, and regulations and standards promulgated thereunder), ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or the environment or their protection from damage, injury, destruction, pollution or loss. Said laws, ordinances, rules, regulations, standards, and lawful orders are incorporated herein by reference.

10.2.2.1 Add new sub-subparagraph 10.2.2.1 as follows:

The Contractor shall be directly responsible for compliance therewith on the part of its agents, employees, materialmen and Subcontractors and shall directly receive and be responsible for all citations, assessments, fines or penalties which may be incurred by reason of its agents', employees', materialmen's or Subcontractors' failure to so comply.

10.2.4 Add the following to subparagraph 10.2.4:

The Contractor shall comply fully and require compliance with all applicable laws, including Connecticut General Statutes Sec. 16-345, et. seq., and the regulations promulgated thereunder, relating to discharge of explosives.

10.2.5 Add the number "10.2.1.4" after the number "10.2.1.3" on lines 2 and 5.

10.2.8 Delete the number "21" in line 4 and replace with the number "10".

10.2.9 Delete the number "21" in line 4 and replace with the number "10".

Add new subparagraph 10.2.9 as follows:

TOWN OF WEST HARTFORD
SUPPLEMENTARY GENERAL CONDITIONS

The Contractor shall be responsible for the adequate strength and safety of all scaffolding, staging and hoisting equipment and for temporary shoring, bracing and tying.

10.2.10 Add new subparagraph 10.2.10 as follows:

The Contractor shall protect all streets, roads and sidewalks and shall make all necessary repairs at his own expense, and shall maintain these reasonably clean of dirt, mud or other debris that is due to the construction operation.

10.2.11 Add new subparagraph 10.2.11 as follows:

It shall be the Contractor's responsibility to protect finished sidewalks and curbs against damage caused by trucks, etc., driving over them. If they are damaged they must be replaced by the Contractor without cost to the Owner.

10.2.12 Add new subparagraph 10.2.12 as follows:

The Contractor shall furnish approved hard hats, other personal protective equipment as required, approved first aid supplies, name of first aid attendant and a posted list of emergency facilities.

10.3.2 Delete subparagraph 10.3.2 in its' entirety and substitute with the following:

The Owner shall obtain the services of a licensed laboratory to verify the presence of absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. When the material or substance has been rendered harmless, work in the affected area shall resume. The Contract Time may be extended appropriately.

10.3.3 Delete subparagraph 10.3.3 in its' entirety.

10.3.4 Insert a period after the word "Site" on line 2 and delete the rest of the paragraph.

10.3.6 Delete paragraph 10.3.6 in its' entirety.

ARTICLE 11 - INSURANCE AND BONDS

11.1.2 – 11.3.10 Delete subparagraphs 11.1.2 through 11.3.10 in their entirety and replace them with the attached Indemnification and Insurance Exhibit which shall be fully incorporated by reference into this Agreement.

11.4.3 Add new subparagraph 11.4.3 as follows:

The Contractor shall increase the principal amount of the performance and labor and materials payments bond(s) in direct proportion to any increase in the value of the Contract resulting from such change orders.

11.4.4 Add new subparagraph 11.4.4 as follows:

Bonds furnished by the Contractor shall comply with all relevant Connecticut statutes including Conn. Gen. Stat. Sec. 49-41.

ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

12.1.1 Add the words "or Owner's" after the word "Architect's" in lines 1 and 3. Add the words "or Owner" after the word "Architect" in line 2.

12.1.2 Add the words "or Owner" after the word "Architect" on lines 1 and 2.

12.2.2 Delete sub-subparagraphs 12.2.2.1, 12.2.2.2 and 12.2.2.3 in their entirety and substitute with the following:

12.2.2 If, within one year after the date of final completion of the Work or designated portion thereof, or after the date for commencement of warranties established under subparagraph 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly at the Contractor's sole expense after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This period of one year shall be extended with respect to portions of Work first performed after final completion, by the period of time between final completion and the actual performance of the Work. This obligation under this subparagraph 12.2.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.1 Add the following to the end of subparagraph 13.1:

The Work shall comply with all applicable laws, statutes, ordinances, codes, rules, regulations or orders during its performance and its completion.

13.4.1 Delete the words "by law" in line 3 and substitute with the words "at law or in equity".

13.4.3 Add new subparagraph 13.4.3 as follows:

No provision contained in the Contract Documents shall create or give to third parties any claim or right of action against the Owner or the Contractor except as specifically provided herein.

13.5.1 Delete subparagraph 13.5.1 in its' entirety and substitute with the following:

If the Contract Documents, or any laws, ordinances, building codes, rules, regulations or orders of any governmental body or public or quasi-public authority having jurisdiction over the Work or the site of the Project require any portion of the Work to be inspected, tested or approved, the Contractor shall give the Architect and the Owner timely notice thereof so Architect and Owner may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, test or approvals except where the Contract Documents provide otherwise.

13.6 Delete subparagraph 13.6 in its' entirety.

13.7 Delete paragraph 13.7 in its' entirety.

13.8 CAPTIONS

13.8. The captions and headings of various Articles and Paragraphs in the Contract Documents are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

13.9 Add a new Paragraph 13.9 as follows:

13.9 SEVERABILITY

13.9 The invalidity of any covenant, restriction, condition, limitation in any other part or provision of the Contract Documents shall not impair or affect in any manner the validity, enforceability or effect of the remainder of the Contract Documents.

13.10 Add a new Paragraph 13.10 as follows:

In the event of any unavoidable cause beyond the control of the parties, whether natural or man-made, which renders the performance of this contract impossible, the contract shall be terminated. Such occurrences shall include, without limitation, death of the Contractor (in the event that the Contractor is a sole proprietor); destruction of all, or a major portion of the Contractor's equipment; legal order by a court of competent jurisdiction, or referendum barring performance of the contract;

war, famine, flood, plague, pestilence or act of God. Any amounts due to either party by the other as the result of actions taken pursuant to the contract prior to the occurrence which renders performance impossible shall be paid, but no further sums shall be due from either party to the other, by way of damages for the termination of the contract.

13.11 Add new paragraph 13.11 as follows:

The Contractor shall comply with Section 12-43 of the Connecticut General Statutes as may be amended.

Sec. 12-43. Property of nonresidents. All owners of real estate, or of tangible personal property located in any town for three months or more during the assessment year immediately preceding any assessment day, who are nonresidents of such town, shall file lists of such real estate and personal property with the assessors of the town in which the same is located on such assessment day, if located in such town for three months or more in such year, otherwise, in the town in which such property is located for the three months or more in such year nearest to such assessment day, under the same provisions as apply to residents, and such personal property shall not be liable to taxation in any other town in this state. The list of each nonresident taxpayer shall contain his post-office and street address. The assessors shall mail to each nonresident, or to his attorney or agent having custody of his taxable property, at least fifteen days before the expiration of the time for filing lists, blank forms for filing lists of such property. The lists of taxable property of nonresidents shall be arranged in alphabetical order and separate from the lists of residents, provided no such separation shall be necessary in any town the board of assessors of which, upon the request of its property tax collector, has made rules and regulations approved by the secretary of the office of policy and management setting up an alternative method of arrangement.

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT

14.1.1 Delete the number "30" on line 1 and substitute with the number "60".

14.1.3 Delete subparagraph 14.1.3 in its entirety and substitute with the following:

If one of the reasons described in subparagraph 14.1.1 or 14.1.2 exists, the Contractor may, upon seven additional days written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for work executed.

14.2.1 Delete subparagraph 14.2.1 in its entirety and substitute with the following:

TOWN OF WEST HARTFORD
SUPPLEMENTARY GENERAL CONDITIONS

- 14.2.1 The Owner may terminate the Contract for any of the following causes:
- 14.2.1.1 If the Contractor shall institute or consent to proceedings requesting relief or arrangement under the Federal Bankruptcy Act or any similar or applicable federal or state law or if a petition under any federal or state bankruptcy or insolvency law is filed against the Contractor and such petition is not dismissed within sixty (60) days from the date of said filing, or if the Contractor admits in writing his inability to pay his debts generally as they become due, or if he makes a general assignment for the benefit of his creditors, or if a receiver, liquidator, trustee or assignee is appointed on account of his bankruptcy or insolvency; or
 - 14.2.1.2 If a receiver of all or any substantial portion of the Contractor's properties is appointed; or
 - 14.2.1.3 If the Contractor abandons the Works; or
 - 14.2.1.4 If the Contractor fails to prosecute the Work promptly and diligently; or
 - 14.2.1.5 If the Contractor fails or refuses to supply enough properly skilled workers or proper materials for the Work; or
 - 14.2.1.6 If the Contractor submits an Application for Payment, sworn statement, waiver of lien, affidavit or document of any nature whatsoever which is intentionally falsified; or
 - 14.2.1.7 If the Contractor fails to make prompt payment to Subcontractors or for materials or labor or otherwise breaches his obligations under any Subcontract with a Subcontractor; or
 - 14.2.1.8 If a mechanic's or materialman's lien or notice of lien is filed against any part of the Work or the site of the Project and not promptly bonded or insured over by the Contractor in a manner satisfactory to the Owner; or
 - 14.2.1.9 If the Contractor disregards any laws, statutes, ordinances, rules, regulations or orders of any governmental body or public or quasi-public authority having jurisdiction of the Work or the site of the Project; or

TOWN OF WEST HARTFORD
SUPPLEMENTARY GENERAL CONDITIONS

14.2.1.10 If the Contractor otherwise substantively violates any provision of the Contract Documents.

14.2.2.1 Delete the semicolon after "Contractor" in line 2 and add:

and may request that the Contractor remove any part or all of his equipment, machinery, and supplies from the site of the Project within seven (7) days from the date of such request, and in the event of Contractor's failure to do so, may remove or store such equipment, machinery and supplies at the Contractor's expense;

14.2.4 Delete subparagraph 14.2.4 in its' entirety and substitute with the following:

If the unpaid balance of the Contract Sum exceeds all costs to the Owner of completing the Work, then the Contractor shall be paid for all Work performed by the Contractor to the date of termination. If such costs to the Owner of completing the Work exceed such unpaid balance, the Contractor shall pay the difference to the Owner immediately upon the Owner's demand. The costs to the Owner of completing the Work shall include (but not be limited to) the cost of any additional architectural, managerial and administrative services required thereby, any costs incurred in retaining another Contractor or other Subcontractors, any additional interest or fees which the Owner must pay by reason of a delay in completion of the Work, attorney's fees and expenses, and any other damages, costs and expenses the Owner may incur by reason of completing the Work or any delay thereof. The amount, if any, to be paid to the Owner or Contractor shall be certified by the Architect, upon application, in the manner provided in Paragraph 9.4, and this obligation for payment shall survive the termination of the Contract".

14.3.2 In line 1, delete "shall" and insert "may".

14.4.3 On line 2, insert a period after the word "termination" and delete the remaining words on lines 2 and 3.

ARTICLE 15 – CLAIMS AND DISPUTES

15.1.2 Delete the number "21" in line 4 and replace with the number "10".

15.2.1 Delete subparagraph 15.2.1 and substitute the following:

Decision of Architect. Claims, including those alleging an error or omission by the Architect, shall be referred initially to the Architect for decision. A decision by the Architect shall be required as a condition precedent to mediation, litigation or other formal method of dispute resolution of all Claims between the Contractor and the Owner arising prior to the date final payment is due, unless no decision has been

TOWN OF WEST HARTFORD
SUPPLEMENTARY GENERAL CONDITIONS

rendered by the Architect within 45 days of referral of the Claim to the Architect or the Architect fails to provide a decision as scheduled in subparagraphs 15.2.2 through 15.2.5, whichever is later.

15.2.2 On line 4 add the word “or” after the word “Claim,” and add a period after the word “compromise.” Delete the balance of the paragraph after the word “compromise”.

15.2.3 On lines 3 and 4 replace the words “Owner” and “Owner’s” with “claimant” and “claimant’s”.

15.2.4 Delete the last sentence of subparagraph 15.2.4 and substitute the following:

“Within 10 days of receipt of the response or supporting data, if any, the Architect will either reject or approve the claims in whole or in part, or suggest a compromise.”

15.2.5 Delete the second sentence of subparagraph 15.2.5.

15.2.9 Add new subparagraph 15.2.9 as follows:

If a claim has not been resolved after consideration of steps described in subparagraphs 15.2.1 through 15.2.5, then the parties shall make an additional good faith effort to resolve the claim through an informal dispute resolution process mutually agreeable to the parties. If the claim is still not capable of resolution within ten days or such other time period that is mutually agreed upon, the parties may proceed to arbitration, litigation, or formal alternate dispute resolution.

15.2.10 Add new subparagraph 15.2.10 as follows:

If no form of dispute resolution is mutually agreed upon, no party may compel arbitration, mediation or alternate dispute resolution, and the parties may pursue whatever legal remedies are available to them.

15.3 (15.3.1 – 15.3.3) Delete in its' entirety.

15.4 (15.4.1 – 15.4.3) Delete in its' entirety.

END OF SUPPLEMENTARY GENERAL CONDITIONS

SECTION 01 01 00 – SPECIAL CONDITIONS

1.01 USE OF BUILDING BY THE OWNER

- A. The William H. Hall High School will be occupied during construction activities. All work must be carefully coordinated with the Superintendent of Schools, or his/her designee, and the Architect to insure satisfactory operational conditions for staff, visitors and maintenance personnel who may occupy the building during the construction period.

1.02 EXISTING CONDITIONS AND MEASUREMENTS

- A. Each Bidder will be held to have examined the premises and satisfied himself with the conditions which would in any manner affect the work under the Contract, and no later claims for extra compensation for labor, materials and equipment which could have been foreseen by such examination, including, but not limited field dimensions, will be recognized. This Contractor shall take all necessary measurements for his work, at the site, and shall verify all measurements given on the Drawings. A Pre-Bid Conference will be held at the William H. Hall High School, 975 North Main Street, West Hartford, CT, date and time listed on Town of West Hartford bid website.

1.03 INTENT

- A. These Specifications with the accompanying Drawings are intended to describe and illustrate all material, labor, equipment and whatsoever else necessary to complete the Exterior Restoration and Related Work at the William H. Hall High School, West Hartford, CT.
- B. For convenience of reference, these Specifications are separated into titled Divisions and Sections. Such separations shall not, however, operate to make the Architect an arbiter to establish limits to Contracts between the Contractor and Subcontractors. The Divisions of the Specifications do not necessarily define the limits of the Contractor's subcontracts; the work of any one subcontract may include items specified in several Divisions or Sections. The Contractor may sublet work as he/she sees fit, but it is his/her responsibility to see that all work shown on the Drawings and or specified is completed in accordance with the Contract.
- C. All materials shall be furnished and all work shall be accomplished in strict accordance with the grades or standards of materials, standards of workmanship, and manufacturer's specifications listed or mentioned in these documents.
- D. The listing or mention of materials shall be sufficient indication that all such materials shall be furnished by the Contractor, in accordance with the grades or standards indicated, free from defects impairing strength, durability or appearance

and in sufficient quantity for the proper and complete execution of the work, unless specifically stated otherwise.

- E. The listing of mention of any method of installation, erection, fabrication or workmanship shall not operate to make the contractor an agent, but shall be for the sole purpose of setting a standard of quality for the finished work. Contractor is free to use any alternate method, provided only that, prior to the start of the work, such alternate method is approved in writing by the Architect, as resulting in quality equal to that intended by these documents. Unless an alternate method is approved, all work shall be in strict accordance with all methods of installation, erection, fabrication and workmanship listed or mentioned herein.

1.04 CORRELATION OF DRAWINGS AND SPECIFICATIONS

- A. In general, the Specifications will describe the “quality” of the work and the Drawings, the “extent” of the work. The Drawings and specifications are cooperative and supplementary, however, and each item of the work is not necessarily mentioned in both the Drawings and the Specifications. All work necessary to complete the project, so described, is to be included in this Contract.
- B. In case of disagreement between Drawings and Specifications, or within either document itself, the better quality or greater quantity of work for decision and or adjustment shall prevail. Any work done by the Contractor without consulting the Architect, when the same requires a decision, shall be done at the Contractor’s risk.
- C. Omissions or Errors: If any omissions or errors are noted or instructions at variance with the obvious intent of the documents, it is the responsibility of the Contractor to call them to the Architect’s attention before signing the Contract.

1.05 INTERPRETATION OF “OR EQUAL”

- A. The use of trade names, with a notation such as “or equal” in these Specifications is to establish quality required there is no attempt to limit competitive bidding, but in like manner quality specified will be rigidly maintained.
- B. The words “approved,” “equal to,” “as directed,” etc., are interpreted and will be taken to mean “to the satisfaction of the Architect.”
- C. Where three or more proprietary names are specified, and the words “or equal” are omitted, no substitute products will be considered. Bids must be based on one of the named products.

1.06 WORK SCHEDULE AND COST BREAKDOWN

- A. The work is to be carried to completion with utmost speed. Substantial completion of the project shall be achieved by the Contractor as listed on the bid website. The Contractor shall furnish to the Architect a Critical Path Schedule showing anticipated starting and completion dates for the various Divisions of this

work. This schedule shall be furnished to the Architect prior to Contractor's first requisition for payment.

- B. If, in the opinion of the Architect, it becomes necessary for maintaining the schedule and completing the project within the specified time, Contractor shall provide additional crews immediately so upon written request.
- C. Submit immediately after the Contract is let, an itemized breakdown of estimated cost in detail.

1.07 CONSTRUCTION COORDINATION

- A. There shall be cooperation and coordination with respect to time, space, work, etc., between General Contractor, Subcontractors and all other Contractors and no claim for extra compensation and or extension of Contract time will be allowed for conditions resulting from lack of said cooperation and coordination.

1.08 TEMPORARY UTILITIES

- A. General - All concerned with furnishing utilities for use on the project as specified in this section are cautioned to determine location of sources of supply and conditions under which services can be brought to points of use on the site. Each shall inspect premises and drawings for requirements of local installations and shall ascertain rules and fees under which various public private or municipal utilities will supply service. Upon completion of project, remove all temporary work.
- B. Water - Existing service is available for the Contractor's use.
- C. Electrical Service
 - 1. Existing service is available for Contractor's use. The Contractor shall arrange and pay for temporary connections.
 - 2. Contractors shall be responsible for furnishing such light bulbs and extension cords as may be essential to the execution of their respective branches of the work and for extensions of lines to sheds or to power tools and remote areas which cannot be reached with extension cords.
- D. Utility Charges for electric power and water service will be paid by the Owner.
- E. Job Telephone - Existing telephone service within the building is available to the Contractor for local calls only.

1.09 PROTECTION

- A. Contractor shall at all times protect the building from damages from rain water. He shall provide all equipment and enclosures to insure this protection. Removal of existing construction and or work which in any way can allow water to intrude

into the building, shall not be undertaken if rain is forecasted. In the event that the building or contents of the building are damaged due to negligence on the part of the Contractor, the Contractor shall fully restore the building, furniture, equipment, etc., to original conditions and compensate the Owner for all resulting losses.

- B. Contractor shall remove all snow and ice as may be required for proper protection and prosecution of the work.
- C. Contractor shall provide all shoring, bracing and sheathing as required for safety and for proper execution of work and have same removed when work is completed.
- D. During cold weather, Contractor shall protect all work from damage. If low temperatures make it impossible to continue operations safely in spite of cold weather precautions, Contractor shall cease work and shall so notify Architect. The Contractor shall be responsible for the repair and or replacement, as may be required, of all work damaged from frost, freezing or any elements of the weather.
- E. Protection at Night and when Work is not in Progress. The Contractor shall be solely responsible for damage, loss or liability, due to the theft or vandalism when work is not in progress at night, weekends, or holidays.
- F. Existing Exit ways shall be maintained to provide safe egress from occupied portions of the school at all times.
- G. Fire Protection - All fire used within the structure for working purposes shall be extinguished when not in use. No flammable material shall be stored in the structure in excess of amounts allowed by the authorities. No gasoline shall be stored in or close to the school at any time.
- H. Precaution must be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, school and construction codes must be observed; Contractor shall take or cause to be taken such additional safety and health measures as are reasonably necessary. Machinery, equipment and other hazards, guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws.
- I. It shall be the responsibility of the Contractor to protect and preserve, in operating condition, all utilities traversing the work area. Damage to any utility due to work under this Contract shall be repaired to the satisfaction of the Architect at no additional cost to the Owner.

1.10 USE OF PREMISES, SPECIAL WORKING CONDITIONS

- A. The Contractor shall confine his apparatus, storage of materials, supplies, equipment and operations to the areas bounded by the Contract and on-site limits

as directed by the Architect. Coordination with the Owner is essential in this matter.

- B. The Contractor shall be responsible for keeping the premises clean and shall pick up rubbish and debris daily.

1.11 MAINTENANCE OF TRAFFIC AND EXITS

- A. On-site and off-site traffic and exit ways shall not be blocked by construction vehicles, parked cars, material storage and other construction operations. Interior and exterior school exit ways shall be maintained at all times during the work day.

1.12 SAMPLES

- A. All materials that will be used in the construction of this project are subject to the approval of the Architect. All samples required by the Specifications shall be submitted for approval. Where color selections are made, complete samples shall be furnished to the Architect. Carefully note that gravel application can not commence until a sample has been submitted and approved by the Architect.

1.13 EQUIPMENT AND HOISTS

- A. The Contractor shall provide at his/her own expense and risk, all tools, equipment apparatus, and temporary work that may be required for the execution of the work under his Contract.
- B. The Contractor shall provide temporary hoists with power and attendance for same as required to handle his/her own materials and rubbish.

1.14 FIRE EXTINGUISHERS

- A. Provision of fire extinguishers in the area under construction is required from the standpoint of controlling incipient fires promptly.

1.15 REPAIRS

- A. Contractor shall make all repairs to existing streets, walks, curbs, grassed areas, etc., and existing construction, furnishings, equipment, etc., made necessary and or resulting from this work.

1.16 GENERAL COORDINATION

- A. There shall be cooperation and coordination with respect to time, space, work, etc., between the General Contractor, Subcontractors and all other Contractors and no claim for extra compensation and or extension of Contract time will be allowed for conditions resulting from lack of said cooperation and coordination.
- B. The Contractor shall promptly notify the Architect and Owner of all errors, omissions or discrepancies which he finds on the Contract Documents and he

shall not proceed with the work involved in such errors, omissions, or discrepancies until instructions are given by the Architect. The Contractor shall be responsible for all work erroneously installed prior to receiving said instructions.

1.17 DELIVERY STORAGE AND HANDLING

- A. All materials and equipment shall be so delivered, stored and handled as to prevent intrusion of foreign materials and damage by weather or breakage. Packaged materials shall be delivered and stored in original packages. Packages opened for Architect's inspection shall be repackaged until ready for use. Packages, materials and equipment showing evidence of damage shall be rejected.
- B. All materials which could be affected by dampness shall be stored in suitable substantial watertight storage facilities maintained in good condition throughout their use.
- C. Rigid insulation board shall not be stored within the school. Provision shall be made for its protection from the weather and vandals elsewhere on the site.

1.18 FINAL CLEANING

- A. All accumulated rubbish shall be removed from the school and points immediately adjacent thereto by the Contractor who shall transport same from premises. Flammable rubbish shall not be burned on the premises. It shall be hauled away. No rubbish shall be deposited as fill on premises.
- B. Leave the work area clean and ready for use. If the Contractor fails to clean up, the Owner may do so and the cost thereof shall be deducted from the Contract for Construction. Thoroughly wash and clean all dirt and stains on all surfaces affected by this contract. Leave the work area and interior of the building clean and ready for occupancy and use on or before August 14, 2020. If the Contractor fails to demonstrate a commitment to accomplish the required cleaning, the Owner reserves the right to employ a professional cleaning service and to deduct the cost thereof from the Contract for Construction.

1.19 SOCIAL SECURITY TAXES

- A. The Contractor and each Subcontractor shall pay the taxes measured by the wages of all their employees as required by the Federal Social Security Act and all amendments thereto, and accept the exclusive liability for said taxes. The Contractor shall also indemnify and hold the Owner harmless on account of any tax measured by the wages aforesaid of employees of the Contractor and his subcontractors, assessed against of the Owner under authority of said law.

1.20 UNEMPLOYMENT INSURANCE

- A. The Contractor and each Subcontractor shall pay unemployment insurance measured by the wages of his employees as required by law and accept the

exclusive liability for said contributions. The Contractor shall also indemnify and hold harmless the owner on account of any contribution measured by the wages of aforesaid employees of the Contractor and their Subcontractors, assessed against the Owner under authority of law.

1.21 OCCUPATIONAL SAFETY AND HEALTH ACT

- A. The Contractor shall comply with the requirements of the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1969, including all standards and regulations which have been promulgated by the Governmental Authorities which administer such Acts and said requirements, standards and regulations are incorporated herein by reference.
- B. The Contractor shall comply with said regulations, requirements and standards and require and be directly responsible for compliance therewith on the part of his agents, employees, material men and Subcontractors and shall directly receive and be responsible for all citations, assessments, fines or penalties which may be incurred by reason of their agents, employees, material men or Subcontractors failing to so comply.
- C. The Contractor shall indemnify the Owner and Architect and save them harmless from any and all losses, costs and expenses, including fines and reasonable attorney's fees incurred by the Owner and Architect by reason of the real or alleged violation of such laws, ordinances, regulations and directives, Federal, State, and Local, which are currently in effect or which become effective in the future, by the Contractor, their Subcontractors or material suppliers.

1.22 JOB MEETINGS

- A. Meetings conducted at the job site by the Architect's representative for the purpose of coordinating and observing the work shall be mandatory for the General Contractor and or his/her superintendent. Also, at times, the Architect's representative will designate certain Subcontractors to attend.

1.23 LIST OF CONTACTS

- A. General Contractor shall furnish Owner list of persons to contact with telephone numbers for emergency use during construction period (off hours, weekends, holidays).

1.24 PLANS AND SPECIFICATIONS AT THE SITE

- A. The General Contractor shall maintain at the site one copy of all Drawings, Specifications, Addenda, approved shop drawings, change orders and other modifications, schedules, and instructions in good order and marked to record all changes made during construction. These shall be available at all times to the Architect or his authorized representatives.

1.25 DRAWINGS FURNISHED

- A. Two (2) copies of the Drawings and Specifications will be allowed the General Contractor by the Owner. If more are required, the General Contractor shall pay the cost of reproduction.

END OF SECTION 01 01 00

SECTION 01 30 00 - SUBMITTALS AND PRODUCT SUBSTITUTIONS**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. AIA Document A201, "General Conditions of the Contract for Construction," 2007, The American Institute of Architects, Articles 1 through 15 are bound herein and are hereby made a part of the Specifications and shall apply to Contractors and all Subcontractors. Note also all Addenda.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for submittals required for performance of the Work, including;
 - 1. Schedule of Values.
 - 2. Shop Drawings.
 - 3. Product Data.
 - 4. Samples.
- B. This Section specifies administrative and procedural requirements for handling requests for substitutions made after award of the Contract.
- C. Administrative Submittals: Refer to other Division-1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:
 - 1. Applications for payment.
 - 2. Performance and payment bonds.
 - 3. Insurance certificates.
 - 4. List of Subcontractors.

1.3 SUBMITTAL PROCEDURES

- A. Coordination: Within 15 days of the Contract award, submit to the Architect a comprehensive Submittals listing each item to be submitted and the date proposed to be submitted. Coordinate with the Architect in the preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.

2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
 - a. The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
 - b. Coordinate transmittal of all submittals requiring color selection so that comprehensive selection can be processed.
 3. Processing: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for re-submittals.
 - a. Allow two weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Architect will promptly advise the General Contractor when a submittal being processed must be delayed for coordination.
 - b. If an intermediate submittal is necessary, process the same as the initial submittal.
 - c. Allow two weeks for reprocessing each submittal.
 - d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.
- B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
1. Provide a space approximately 4" x 5" on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
 2. Include the following information on all submittals:
 - a. Name of item being submitted.
 - b. Number and title of appropriate Specification Section.
 - c. Drawing number and detail references, as appropriate.
 - d. Name of manufacturer.
 - e. Name, address and telephone number of supplier.
 - f. Bid Package number and name.
 - g. Project Name.
 - h. Date.
 - i. Name, address and telephone number of Contractor.
 - j. Name, address and telephone number of Subcontractor.
 - k. Name, address and telephone number of Architect.
- C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from General Contractor to Architect using a

transmittal form. Submittals received from sources other than the General Contractor will be returned without action.

- D. Number of copies: Submit seven (7) copies of all shop drawings and product data. Submit one (1) each of all samples.

1.4 DEFINITIONS

- A. Substitutions: Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by the General Contractor after award of the Contract are considered requests for "substitutions." The following are not considered substitutions:
1. Substitutions requested by Bidders during the bidding period, and accepted prior to award of Contract, are considered as included in the Contract Documents and are not subject to requirements specified in this Section for substitutions.
 2. Revisions to Contract Documents requested by the Owner or Architect.
 3. Specified options of products and construction methods included in Contract Documents.
 4. The General Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

1.5 SCHEDULE OF VALUES

- A. Coordinate preparation of the Schedule of Values with preparation of the General Contractor's Construction Schedule.
1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - a. General Contractor's construction schedule.
 - b. Application for Payment form.
 - c. List of subcontractors.
 2. Submit the Schedule of Values to the Architect at the earliest feasible date, but in no case later than seven (7) days before the date scheduled for submittal of the initial Application for Payment.
- B. Format and Content: Use the Project Manual Table of Contents as a guide to establish the format for the Schedule of Values.
1. Forms: Use AIA Document G702 and Continuation Sheets G703, as the form for the Schedule of Values.
 2. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of the Architect.

- c. Project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
3. Arrange the Schedule of Values in a tabular form with separate columns to indicate the following for each item listed:
 - a. Generic name.
 - b. Related Specification Section.
 - c. Change Orders (numbers) that have affected value.
 - d. Dollar value.
 - e. Percentage of Contract Sum to the nearest one-hundredth percent, adjusted to total 100 percent.
4. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Break principal subcontract amounts down into several line items.
5. Round amounts off to the nearest whole dollar; the total shall equal the Contract Sum.
6. For each part of the Work where an Application for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed, provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Show temporary facilities and other major cost items that are not direct cost of actual work-in-place as separate line items in the Schedule of Values.

1.6 SHOP DRAWINGS

- A. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered Shop Drawings.
- B. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:
 1. Dimensions.
 2. Identification of products and materials included.
 3. Compliance with specified standards.
 4. Notation of coordination requirements.
 5. Notation of dimensions established by field measurement.
 6. Sheet Size: Except for templates, patterns and similar full size Drawings, submit Shop Drawings on sheets at least 8 ½" x 11", but no larger than 24" x 36".

7. Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.
- C. Shop Drawing Submissions to the Architect in electronic format only will be acceptable to the Architect given that they are in Adobe, PDF format and contain proper transmittal information.

1.7 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings."
 1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
 - a. Manufacturer's printed recommendations.
 - b. Compliance with recognized trade association standards.
 - c. Compliance with recognized testing agency standards.
 - d. Application of testing agency labels and seals.
 - e. Notation of dimensions verified by field measurement.
 - f. Notation of coordination requirements.
 2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
 3. Submittals: Submit copies of each required submittal; submit additional copies where required for maintenance manuals.
 - a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
 4. Distribution: Furnish copies of final submittal to Architect for distribution to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities.
 - a. Do not proceed with installation until an approved copy of Product Data applicable is in the installer's possession.
 - b. Do not permit use of unmarked copies of Product Data in connection with construction.

1.8 SAMPLES

- A. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include

partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture and pattern.

1. Mount, display, or package samples in the manner specified to facilitate review of qualities indicated. Prepare samples to match the Architect's sample. Include the following:
 - a. Generic description of the sample.
 - b. Sample source.
 - c. Product name or name of manufacturer.
 - d. Compliance with recognized standards.
 - e. Availability and delivery time.
2. Submit samples for review of kind, color, pattern, and texture, for a final check of these characteristics with other elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
 - a. Where variation in color, pattern, texture or other characteristics are inherent in the material or product represented, submit multiple units that show approximate limits of the variations.
 - b. Refer to other Specification Sections for requirements for samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation and similar construction characteristics.
3. Preliminary submittals: Where samples are for selection of color, pattern, texture or similar characteristics from a range of standard choices, submit a full set of choices for the material or product.
 - a. Preliminary submittals will be reviewed with the Architect indicating selection or other action.
 - b. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
4. Submittals: Except for samples illustrating assembly details, workmanship, fabrication techniques, connections, operation and similar characteristics, samples will not be returned, unless so requested in advance.
5. Maintain sets of returned samples, at the Project site, for quality comparisons throughout the course of construction.
 - a. Comply with submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

1.9 SUBMITTALS

- A. Substitution Request Submittal: Requests for substitution will be considered if received within 60 days after commencement of the Work. Requests received more than 60 days after commencement of the Work may be considered or rejected at the discretion of the Architect.
1. Submit three (3) copies of each request for substitution for consideration. Submit requests in the form and in accordance with procedures required for Change Order proposals.
 2. Identify the product, or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers, complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:
 - a. Product Data, including Drawings and descriptions of products, fabrication and installation procedures.
 - b. Samples, where applicable or requested.
 - c. A detailed comparison of significant qualities of the proposed substitution with those of the work specified. Significant qualities may include elements such as size, weight, durability, performance and visual effect.
 - d. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate Contractors, that will become necessary to accommodate the proposed substitution.
 - e. A statement indicating the substitution's effect on the General Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
 - f. Cost information, including a proposal of the net change, if any in the Contract Sum.
 - g. Certification by the Contractor that the substitution proposed is equal-to or better in every significant respect to that required by the Contract Documents, and that it will perform adequately in the application indicated. Include the Contractor's waiver of rights to additional payment or time, that may subsequently become necessary because of the failure of the substitution to perform adequately.
 3. Architect's Action: Within one week of receipt of the request for substitution, the Architect will request additional information or documentation necessary for evaluation of the request. Within 2 weeks of receipt of the request, or one week of receipt of the additional information or documentation, whichever is later, the Architect will notify the General Contractor of acceptance or rejection of the proposed substitution. If a decision on use of a proposed substitute cannot be made or obtained within the time allocated, use the product specified by name.

1.10 ARCHITECT'S ACTION

- A. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Architect will review each submittal, mark to indicate action taken, and return promptly.
 - 1. Compliance with specified characteristics is the Contractor's responsibility.
- B. Action Stamp: The Architect will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, to indicate the action taken:
 - 1. Final Unrestricted Release: Where submittals are marked "Approved," that part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.
 - 2. Final-But-Restricted Release: When submittals are marked "Approved as Corrected," that part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.
 - 3. Returned for Resubmittal: When submittal is marked "Not Approved, Revise and Resubmit," do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
 - a. Do not permit submittals marked "Not Approved, Revise and Resubmit" to be used at the Project site, or elsewhere where Work is in progress.
 - 4. Other Action: Where a submittal is primarily for information or record purposes, special processing or other activity, the submittal will be returned, marked "Action Not Required".

PART 2 - PRODUCTS**2.1 SUBSTITUTIONS**

- A. Conditions: The General Contractor's substitution request will be received and considered by the Architect when one or more of the following conditions are satisfied, as determined by the Architect; otherwise requests will be returned without action except to record noncompliance with these requirements.
 - 1. Extensive revisions to Contract Documents are not required.

2. Proposed changes are in keeping with the general intent of Contract Documents.
 3. The request is timely, fully documented and properly submitted.
 4. The request is directly related to an "or equal" clause or similar language in the Contract Documents.
 5. The specified product or method of construction cannot be provided within the Contract Time. The request will not be considered if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
 6. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
 7. A substantial advantage is offered the owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. Additional responsibilities for the Owner may include additional compensation to the Architect for redesign and evaluation services, increased cost of other construction by the Owner or separate Contractors, and similar considerations.
 8. The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the General Contractor certifies that the substitution will overcome the incompatibility.
 9. The specified product or method of construction cannot be coordinated with other materials, and where the General Contractor certifies that the proposed substitution can be coordinated.
 10. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the General Contractor certifies that the proposed substitution provide the required warranty.
- B. The General Contractor's submittal and Architect's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.

PART 3 - EXECUTION (Not Applicable).

END OF SECTION 01 30 00

BLANK

SECTION 02 07 00 – SELECTIVE DEMOLITION

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. AIA Document A201, “General Conditions of the Contract for Construction,” 2007, The American Institute of Architects, Articles 1 through 15 are bound herein and are hereby made a part of the Specifications and shall apply to Contractors and all Subcontractors. Note also all Addenda.

1.02 SUMMARY

- A. This Section requires the selective removal and subsequent off-site disposal of the following:
 - 1. Portions of existing building elements indicated on drawings and as required to accommodate new construction.
- B. Related Work Specified Elsewhere, including but not limited to:
 - 1. Section 04 20 00 - Unit Masonry
 - 2. Section 04 50 00 - Masonry Restoration
 - 3. Section 04 90 00 - Masonry Cleaning
 - 4. Section 07 92 00 - Sealants
 - 5. Section 32 13 13 - Concrete Paving

1.03 SUBMITTALS

- A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.
- B. Photographs of existing conditions of structure surfaces, equipment, and adjacent improvements that might be misconstrued as damage related to removal operations. File with Owner’s Representative prior to start of work.

1.04 JOB CONDITIONS

- A. Condition of Structures: Owner assumes no responsibility for actual condition of items or structures to be demolished. Conditions existing at time of inspection for bidding purposes will be maintained by Owner insofar as practicable. However, minor variations within structure may occur by Owner’s removal and salvage operations prior to start of selective demolition work.

- B. Partial Demolition and Removal: Items indicated to be removed but of salvageable value to Contractor may be removed from structure as work progresses. Transport salvaged items from site as they are removed.
 - 1. Storage or sale of removed items on site will not be permitted.
- C. Protections: Provide temporary barricades and other forms of protection to protect Owner's personnel and general public from injury due to selective demolition work.
 - 1. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of structure or element to be demolished and adjacent facilities or work to remain.
 - 2. Protect from damage existing finish work that is to remain in place and becomes exposed during demolition operations.
 - 3. Protect floors with suitable coverings when necessary.
 - 4. Construct temporary insulated dust-proof partitions where required to separate areas where noisy or extensive dirt or dust operations are performed. Equip partitions with dust-proof doors and security locks.
 - 5. Provide temporary weather protection during interval between demolition and removal of existing construction on exterior surfaces and installation of new construction to ensure that no water leakage or damage occurs to structure or interior areas of existing building.
 - 6. Remove protections at completion of work.
- D. Damages: Promptly repair damages caused to adjacent facilities by demolition work.
- E. Traffic: Conduct selective demolition operations and debris removal to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
 - 1. Do not close, block, or otherwise - obstruct streets, walks, or other occupied or used facilities without written permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- F. Utility Services: Maintain existing utilities indicated to remain in service and protect them against damage during demolition operations.
 - 1. Do not interrupt utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to governing authorities.
- G. Environmental Controls: Use water sprinkling, temporary enclosures, and other methods to limit dust and dirt migration. Comply with governing regulations pertaining to environmental protection.

1. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, and pollution.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.01 PREPARATION

- A. General: Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of areas to be demolished and adjacent facilities to remain.
 1. Cease operations and notify Owner's Representative immediately if safety of structure appears to be endangered. Take precautions to support structure until determination is made for continuing operations.
 2. Cover and protect furniture, equipment, and fixtures from soilage or damage when demolition work is performed in areas where such items have not been removed.
 3. Locate, identify, stub off, and disconnect utility services that are not indicated to remain.
 - a. Provide bypass connections as necessary to maintain continuity of service to occupied areas of building. Provide minimum of 72 hours advance notice to Owner if shutdown of service is necessary during changeover.

3.02 DEMOLITION

- A. General: Perform selective demolition work in a systematic manner. Use such methods as required to complete work indicated on Drawings in accordance with demolition schedule and governing regulations.
 1. Provide services for effective air and water pollution controls as required by local authorities having jurisdiction.
- B. If unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure both nature and extent of the conflict. Submit report to Owner's Representative in written, accurate detail. Pending receipt of directive from Owner's Representative, rearrange selective demolition schedule as necessary to continue overall job progress without undue delay.

3.03 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove from building site debris, rubbish, and other materials resulting from demolition operations. Transport and legally dispose off site.
 - 1. If hazardous materials are encountered during demolition operations, comply with applicable regulations, laws, and ordinances concerning removal, handling, and protection against exposure or environmental pollution.
 - 2. Burning of removed materials is not permitted on project site.

3.04 CLEANUP AND REPAIR

- A. General: Upon completion of demolition work, remove tools, equipment, and demolished materials from site. Remove protections and leave interior areas broom clean.
 - 1. Repair demolition performed in excess of that required. Return elements of construction and surfaces to remain to condition existing prior to start operations. Repair adjacent construction or surfaces soiled or damaged by selective demolition work.

END OF SECTION 02 07 00

CAULKING ABATEMENT

PART 1 - GENERAL

1.01 SUMMARY

- A. This section specifies the procedures for removal and disposal of existing caulking from exterior elevations at Hall High School in accordance with Drawing HM-1 and HM-2. The caulk is presumed to be PCB-containing with a PCB level >50 ppm. The caulk is classified as presumed PCB remediation waste to be disposed of at a TSCA facility. The caulks on the elevations are not asbestos-containing.

1.02 SUBMITTALS AND NOTICES

- A. Prior to Commencement of Work:
 - 1. Submit certification of required insurance evidencing that the required coverages are in effect.
 - 2. Submit proof satisfactory to the Owner that all required permits, site locations, supplies, and the like have been obtained.
 - 3. Submit documentation to the Owner indicating that each employee has instruction on Construction Site Safety, HAZWOPPER training, training on use and fitting of respirators, on protective dress, on entry and exit from work areas, and on all aspects of work procedures and protective measures and understands this instruction. Also submit verification that all employees have received medical examinations as required by OSHA regulations.
 - 4. Health & Safety Plan (HASP) developed specific to the Work activities. All workers will follow applicable Federal and State regulations regarding the work activities, including but not limited to OSHA regulations, fall protection standards, respiratory protection, ladder/scaffolding safety, personal protective equipment, etc.
 - 5. Remediation Work Plan: The work plan shall include, but not be limited to, a drawing indicating the location of work areas (boundaries, signage, poly sheeting, etc.), location and details of decontamination facilities, sequencing of materials removal, work procedures, types of equipment, crew size, and emergency procedures for fire and medical emergencies.
- B. Project Close-out Submittals:
 - 1. Within 30 days after completion submit the documents listed below:
 - a. Daily progress log and sign-in sheets
 - b. PCB waste manifest.

1.03 QUALITY ASSURANCE

- A. Contractor shall provide and assure that the quality of work practices and procedures are consistent with the below listed agencies. Contractor shall utilize the latest edition, including all addenda, revisions and supplements for all regulatory agencies codes, etc., including but not limited to:
 - 1. Environmental Protection Agency (EPA).
 - 2. Occupational Safety and Health Administration.
 - 3. State of Connecticut DEEP & DPH codes and laws.
 - 4. All local codes.
- B. Pre-Work Conference: Before the Work of this Section is scheduled to commence, a conference will be held by the Owner's Representative at the Site for the purpose of reviewing the Contract Documents, discussing requirements for the Work, and reviewing the Work procedures.
 - 1. The conference shall be attended by the Owner's Representative, the Contractor, and the Owner's Consultant.

PART 2 - PRODUCTS

2.01 PROTECTIVE CLOTHING

- A. Safety equipment (e.g., hard hats meeting the requirements of ANSI Standard Z89.1-1981, eye protection meeting the requirements of ANSI Standard Z87.1-1979, safety shoes meeting the requirements of ANSI Standard Z41.1- 1967, disposable PVC gloves or other work gloves, and disposable suits), shall be provided to all workers and authorized visitors.
- B. All personnel must utilize proper Personal Protective Equipment (PPE) during all work activities. Proper PPE may vary depending on the job task, but may include disposable gloves, disposable rubber boots, steel-toe boots, disposable suits, respirators, hard hats, hearing protection, and/or eye protection.
- C. Provide sufficient quantities of protective clothing to assure that enough complete disposable outfits are available for each individual performing remediation Work each day.
- D. Authorized visitors shall be provided with suitable protective clothing, headgear, eye protection, and footwear whenever they enter the Work Area. No unauthorized visitors will be allowed to enter the Work Area.

2.02 RESPIRATORY PROTECTION

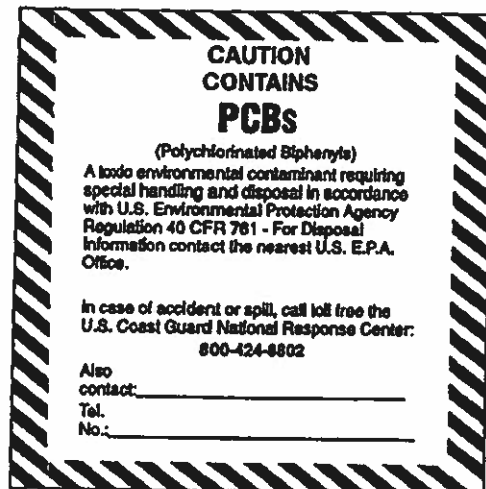
- A. Select respirators from those approved by the Mine Safety and Health Administration (MSHA), and/or the National Institute for Occupational Safety and Health (NIOSH), Department of Health and Human Services.
- B. Respirators shall be individually fit-tested to personnel under the direction of an Industrial Hygienist on a yearly basis. Fit-tested respirators shall be

permanently marked to identify the individual fitted, and use shall be limited to that individual. The Contractor shall maintain fit-test records for each employee using a respirator.

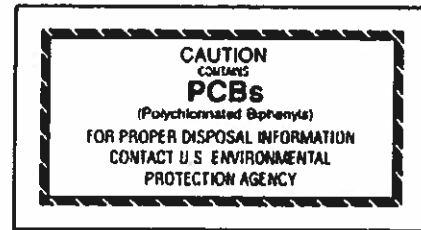
- C. No respirators shall be issued to personnel without such personnel participating in a respirator training program.
- D. High Efficiency Particulate Air (HEPA) respirator filters shall be approved by NIOSH and shall conform to the OSHA requirements in 29 CFR 1910.134.
- E. Provide a storage area where respirators will be kept in a clean environment.
- F. Provide and make available a sufficient quantity of respirator filters so that filter changes can be made as necessary during the work day.
- G. Filters shall be removed and discarded during the decontamination process at a frequency at least as often as recommended by the manufacturer's specifications. Filters cannot be reused.

2.03 SIGNS, LABELS & CONTAINERS

- A. Provide PCB warning signs and barrier tapes at all approaches to Caulk Removal Work Areas. Locate signs at such distance that personnel may read the sign and take the necessary protective steps required before entering the area. Provide signage in English and Spanish.
- B. Provide the appropriate "Large PCB Marking" or "Small PCB Marking" (M_L or M_S per 40 CFR 761) as shown below, of sufficient size to be clearly legible, for display on waste containers (T Packs or drums) which will be used to contain or transport PCB contaminated material, in accordance with 40 CFR 761. In addition, U.S. Department of Transportation (DOT) 49 CFR Parts 171 and 172 requires the name and UN number of the material to be on the bags or drums, and, if shipped in bulk (roll-offs, Gaylord boxes, etc) the bulk container must also be labeled: Polychlorinated biphenyl, solid mixture UN 3432, if designated as a hazardous waste.



M_L



M_S

- C. A secure, lined, and covered waste container (T-Pack or equivalent), 55-gallon DOT-approved steel containers, or equivalent will be staged for the collection of PCB wastes generated during the work activities in accordance with 40 CFR 761.65;

2.04 MATERIALS

- A. Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name. Damaged or deteriorating materials shall not be used and shall be removed from the premises.
- B. All polyethylene (plastic) sheeting used on the Project (including but not limited to sheeting used for barriers, fixed objects, walls, floors, ceilings, waste containers) shall be at least 6 mil. Ground tarps shall be 10' wide canvas with corner tabs.
- C. Tape shall be used that is capable of sealing joints in adjacent plastic sheets and for attachment of plastic sheet to finished or unfinished surfaces of dissimilar materials and capable of adhering under both dry and wet conditions.

2.05 TOOLS & EQUIPMENT

- A. Tools used for the removal of caulking shall be used in a manner that minimizes dust generation, as appropriate.
- B. All dry vacuuming performed under this contract shall be performed with High Efficiency Particulate Air (HEPA) filter equipped industrial vacuums conforming to ANSI Z9.2.

- C. Any power tools used to drill, cut into, or otherwise disturb caulking material or adjacent brick or concrete shall be cowled with HEPA filtered local exhaust ventilation.
- D. Ladders, lifts, and/or scaffolds are to be of adequate length and sufficient quantity to support work schedule.
- E. Other Materials - provide all other materials such as lumber, nails and hardware, which may be required to construct and dismantle the decontamination area and the barriers that isolate the Work Area.
- F. Vehicle Storage - No construction vehicles shall be stored, serviced, washed or flushed out in a location where leaks, spillage, waste materials, cleaners or waters will flow or be otherwise introduced into wetlands, reservoirs or watercourses.

PART 3 - EXECUTION

3.01 GENERAL REQUIREMENTS

- A. The work of this section consists of, but is not limited to:
 - 1. Furnishing of all labor, materials, facilities, equipment, services, and insurance necessary to perform the work;
 - 2. Maintenance of work area/site security;
 - 3. Preparation of work area, including installation of containment and decontamination areas as required;
 - 4. Removal and containerization of existing caulk;
 - 5. Clean-up and final decontamination of all work areas;
 - 6. Implementation of a worker protection program in compliance with all applicable regulations;
 - 7. Proper storage, barreling, and labeling of all waste generated as part of window remediation activities.
- B. Maintain the following documentation on-site during remediation activities:
 - 1. Medical approval to wear a respirator for all workers, fit test reports
 - 2. Supervisor 40 hour HAZWOPER training certificate, worker 8 hour HAZWOPER training certificates
 - 3. OSHA 10 hour construction safety training card for all workers dated within 5 years
 - 4. Project documents (remediation plan, work plan, drawings, specifications, etc.)
 - 5. Material Safety Data Sheets
 - 6. List of Emergency Contact information
 - 7. Project logs

3.02 WORK AREA PREPARATION

- A. Install 10' wide tarp on ground next to caulk being removed. Weight the corners.
- B. Seal the interior side of windows undergoing caulk removal with 6 mil poly sheeting sealed with 3" duct tape.
- C. Create a regulated area around the exterior caulk removal area with warning tape. Post PCB warning signs at the perimeter of the regulated area.

3.03 WORKER HAND WASH STATION

- A. Maintain a trailer-mounted worker hand washing facility consisting of running potable water, a wash basin, hand cleaning cream, and towels at the job site.
- B. Caulk removal and cleanup workers shall wash their hands at the hand washing facility prior to breaks, lunch, or leaving site at end of work day.
- C. Solidify waste wash water with absorbent and dispose of in waste barrel or T Pack.

3.04 CAULK REMOVAL

- A. Remove caulk with hand tools and/or powered caulk cutter. Do not grind. Drum and dispose of caulk as presumed >50 ppm PCB remediation waste at a TSCA landfill. Do not test caulk for PCB's.
- B. After completion of work, clean up of all surfaces and work areas shall be conducted in accordance with Part 3.05 of this Section.
- C. Wipe down all tools and equipment with hexane wetted wipes followed by a water rinse and dry wipe prior to tools and equipment leaving the work area.
- D. If at any time during caulk removal, should the Contractor or the Owner's Consultant suspect contamination of areas outside the work area, all abatement work shall cease until the Contractor takes steps to decontaminate these areas and eliminate causes of such contamination.

3.05 CLEAN-UP & VISUAL INSPECTION

- A. Remove visible accumulations of caulk and debris. Wet clean or HEPA vacuum all surfaces within the Work Area. Wet clean or HEPA vacuum interior window sills and wells.
- B. Removal of presumed PCB-containing caulk to be considered complete based on results of visual inspection conducted by the Owner's Consultant.

- C. A visual inspection of all work areas shall be conducted by the Owner's Consultant following completion of remediation activities. The visual inspection will document incomplete work, damage caused by the abatement activity, and inadequate clean-up of the worksite, as applicable. Additional cleaning, repair work, or remediation work shall be conducted to the satisfaction of the Owner at the Contractor's expense.

3.06 WASTE MANAGEMENT AND DISPOSAL

- A. All wastes shall be placed in authorized leak-tight containers and kept closed and locked at all times except for adding or removing waste. All wastes shall be kept in a secure location with proper signage visible at all times.
- B. Labeled PCB waste containers or bags shall not be used for non-PCB waste or trash. Any material placed in labeled containers or bags, whether turned inside out or not shall be handled and disposed of as PCB waste.
- C. All containers with PCB materials that are not regulated as Hazardous Waste shall be properly labeled and marked in accordance with applicable State requirements and the requirements of the selected disposal facility.
- D. Temporary Storage of Waste Trailers - The Owner will make available distinct areas where waste trailers can be stored temporarily on site. The Owner's representative will verify the segregation of the waste going to the waste containers during the work and will record the number of trailers of waste leaving the site and verify that the amount recorded agrees with the amount listed on the waste disposal manifest at the time of removal from the site.
- E. All PCB materials are to be placed in appropriate waste containers immediately upon removal. PCB materials may be stored within the work area until such time as the removal work in that area is complete or until the end of the working day.
- F. All waste generated shall be stored on-site in a secure, lined, and covered waste container (T Pack), 55-gallon DOT-approved steel containers, or equivalent staged for the collection of PCB wastes generated during the work activities in accordance with 40 CFR 761.65. The staging area for PCB waste will be approved by the Owner prior to beginning the PCB remediation activities.
- G. Transporter and Disposal Site shall be approved by the Owner. Selected disposal site shall be in accordance with the requirements of 40 CFR 761.
- H. Provide twenty-four (24) hour notification prior to removing any waste from the site. Waste shall be removed from the site only during normal working hours unless otherwise specified. No waste may be taken from

the site unless the Contractor is present and the Owner authorizes the release of the waste as described herein.

- I. All waste generated as part of the project shall be removed from the site within 30 calendar days after successful completion of all remediation work.
- J. Upon arrival at the Project Site, the Transporter must possess and present to the Contractor a valid Waste Transporter Permit for the subject waste.
- K. The Transporter, with the Contractor shall inspect all material in the transport container prior to taking possession and signing the Manifests.
- L. Supply and complete the manifests and all other required waste disposal documentation in accordance with all applicable federal and state regulations. All manifests and other waste documentation shall be signed by the Owner or a designated representative. Allow 1 week processing time for Owner to sign waste documentation. Copies of all waste documentation shall be provided to the Owner and Owner's Consultant.

END OF SECTION 02 08 20

LEAD ABATEMENT

PART 1 - GENERAL

1.01 DEFINITIONS

- A. Action Level: Employee exposure, without regard to the use of respirators, to an airborne concentration of lead of 30 micrograms per cubic meter ($\mu\text{g}/\text{m}^3$) calculated as an eight hour time weighted average.
- B. Competent Person: An individual capable of identifying existing asbestos and lead hazards and taking corrective measures to eliminate them. The duties of the competent person include at least the following: controlling entry to and exit from the lead abatement area, ensuring contract compliance, conducting personal air monitoring, ensuring that all employees working within the lead abatement area have asbestos and lead training, and ensuring that lead abatement workers use the hand washing facilities. An individual licensed in the State of Connecticut as a Lead Abatement Supervisor and Asbestos Abatement Supervisor.
- C. Lead Based Paint: Paint found to contain greater than or equal to 1.0 milligrams of lead per square centimeter of paint area by XRF testing or greater than or equal to 0.5% lead by atomic absorption spectroscopy.
- D. Permissible Exposure Limit (PEL): Fifty (50) micrograms per cubic meter ($\mu\text{g}/\text{m}^3$) of air averaged over an 8 hour period as determined by 29 CFR 1926.62.
- E. Personal Monitoring: Sampling of lead and asbestos concentrations within the breathing zone of a worker to determine the 8-hour time weighted average concentration in accordance with 29 CFR 1926.62. Samples shall be representative of the employee's work tasks.
- F. Toxicity Characteristic Leaching Procedure (TCLP): Toxicity characteristic leaching procedure utilizing EPA Test method SW-846, Method 1311.

1.02 GENERAL

- A. Scope: - Paint prep for lintels, metal door frames, cement plaster soffits, and metal corner guards at Hall High School. The scope is detailed on Drawings HM-1 and HM-2.
- B. Contractor is responsible for compliance with the OSHA Construction Industry Standard for Lead (29 CFR Part 1926.62) when conducting

renovation activities at Hall High School. Contractor is to maintain a copy of 29 CFR 1926.62 on site.

1.03 LEAD PAINT IDENTIFICATION

- A. Toxic ($\geq 0.5\%$) levels of lead in paint are present on:
 None of the exterior elevation finishes at this elevation
- B. Non-toxic ($< 0.5\%$) levels of lead in paint are present on the following surfaces at this elevation:
 Door frames
 Lintels
 Cement plaster soffits
 Metal corner guards
 Wood siding

1.04 DEBRIS DISPOSAL

- A. The following materials shall be disposed of as hazardous lead waste with a TCLP reading > 5 mg/l:
 - None
- B. The following materials shall be disposed of as solid waste:
 - Paint chips & dust from paint prep of door frames, soffits, lintels, and corner guards.

1.05 WORKER PROTECTION PROCEDURES

- A. Workers shall not eat, drink, smoke, or chew gum or tobacco while in the paint prep area.
- B. Workers shall wear respiratory protection while in the paint prep area.

1.06 TRAINING REQUIREMENTS

- A. All Contractor employees on the job site are required to be trained regarding any hazardous materials, including lead, they may be exposed to at the work site and health and safety hazards at the work site. Training shall meet the requirements of the Hazard Communication Standard (29 CFR 1926.59) and Safety Training and Education Standard (29 CFR 1926.21).

1.09 OSHA LEAD COMPLIANCE PLAN

- A. Prior to construction, in compliance with the OSHA Lead Standard, prepare a written description of paint prep activities planned detailing

methods, equipment, engineering controls, crew size, employee job responsibilities, operating and maintenance procedures.

- B. Submit a copy of the Lead OSHA Compliance Plan to the A/E for review. Maintain a copy on site during construction.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. 6 mil polyethylene drop cloths.
- B. Labels and signs shall conform to applicable regulations.

2.02 TOOLS AND EQUIPMENT

- A. Air monitoring equipment of the type and quantity required to monitor operations and conduct personnel exposure surveillance per OSHA requirements.
- B. Protective clothing, respirators, filter cartridges, air filters and sample filter cassettes shall be provided in sufficient quantities for the project.
- C. OSHA compliant scaffolding or lifts to safely access windows of building.

PART 3 – EXECUTION

3.01 PREPARATION OF WORK AREA

- A. Shut down and seal air intakes proximal to the work area.
- B. Provide 6 mil poly drop cloths on the ground, roof, or pavement under the paint prep area. Provide weights on the drop cloths during windy periods.

3.02 WORKER HAND WASHING FACILITY

- A. Establish a paint prep worker hand washing facility consisting of running potable water, a wash basin, soap, and towels. The hand washing facility shall be trailer-mounted for mobility. The hand washing facility shall be placed adjacent to the work elevation.
- B. All workers shall wash their hands and face prior to taking breaks, going to lunch, and leaving the site at the end of the work day.

3.03 EXTERIOR ABATEMENT

- A. Clean-up all paint chips and debris by the end of the work shift. Roll-up the tarps and store at the end of each work day.
- B. Bag paint chips and paint dust for disposal.
- C. After lead paint abatement is finished on the elevation, thoroughly HEPA vacuum the ground beneath until no visible paint chips or dust are present.

3.04 DISPOSAL OF PAINT CHIPS & DEBRIS

- A. Disposal of lead-containing material shall occur at an authorized site and must be in compliance with the requirements of, and authorized by the Office of Solid Waste Management, Department of Environmental Protection, State of Connecticut, or other designated agency having jurisdiction over solid waste disposal.

3.05 CONTRACTOR PERSONAL AIR MONITORING RESPONSIBILITY

- A. Conduct lead dust air sampling to assure that workers are protected in accordance with all applicable Federal, State, and Local regulations. Documentation of air sampling results must be recorded at the work site within five (5) working days and shall be available for review until the job is complete.

END OF SECTION 02 09 00

SECTION 04 20 00 - UNIT MASONRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Instructions to Bidders, AIA Document A201 - 2007, "General Conditions of the Contract for Construction," the Supplementary General Conditions and Division 1, General Requirements, are a part of this Section and shall be binding on the Contractor and or Subcontractor who performs this Work. Note also all Addenda.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Clay unit masonry (brick).
 - 2. Mortar and Grout.
 - 3. Reinforcing steel and joint reinforcement.
 - 4. Ties, anchors, and flashing related to masonry construction.
- B. Related Sections: The following sections contain requirements that relate to this Section:
 - 1. Section 04 50 00 - Masonry Restoration
 - 2. Section 04 90 00 - Masonry Cleaning

1.3 SYSTEM PERFORMANCE REQUIREMENTS

- A. Provide unit masonry that develops the following installed compressive strengths (f'_m):
 - 1. For concrete unit masonry: As follows:
 - a. $f'_m = 1500$ psi.

1.4 SUBMITTALS

- A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.
- B. Product data for each different masonry unit, accessory, and other manufactured product indicated.
- C. Samples for verification purposes of the following:

1. Full-size units for each different exposed masonry unit required showing full range of exposed color, texture, and dimensions to be expected in completed construction.
 2. Colored masonry mortar samples for each color required showing the full range of colors expected in the finished construction. Label samples to indicate type and amount of colorant used.
 3. Accessories embedded in the masonry.
- D. Material certificates for the following signed by manufacturer and Contractor certifying that each material complies with requirements.
1. Each different cement product required for mortar and grout including name of manufacturer, brand, type, and weight slips at time of delivery.
 2. Each material and grade indicated for reinforcing bars.
 3. Each type and size of joint reinforcement.
 4. Each type and size of anchors, ties, and metal accessories.
- E. Material test reports from a qualified independent testing laboratory employed and paid by Contractor indicating and interpreting test results relative to compliance of the following proposed masonry materials with requirements indicated:
1. Mortar complying with property requirements of ASTM C 270.
 2. Grout mixes. Include description of type and proportions of grout ingredients.
 3. Masonry units.
- F. Cold-weather construction procedures evidencing compliance with requirements specified in referenced unit masonry standard.
- G. Hot-weather construction procedures evidencing compliance with requirements specified in referenced unit masonry standard.
- H. Results from tests and inspections performed by Owner's representatives will be reported promptly and in writing to Architect and Contractor.

1.5 QUALITY ASSURANCE

- A. Unit Masonry Standard: Comply with ACI 530.1/ASCE 6 "Specifications for Masonry Structures," except as otherwise indicated.
1. Revise ACI 530.1/ASCE 6 to exclude Sections 1.4 and 1.7; Parts 2.1.2, 3.1.2, and 4.1.2; and Articles 1.5.1.2, 1.5.1.3, 2.1.1.1, 2.1.1.2, and 2.3.3.9 and to modify Article 2.1.1.4 by deleting requirement for installing vent pipes and conduits built into masonry.
- B. Comply with ACI 530/ASCE5 "Building Code Requirements for Masonry Structures, Section 9.5 Lateral Support for bracing requirements of partitions.

- C. Fire Performance Characteristics: Where indicated, provide materials and construction identical to those of assemblies whose fire resistance has been determined per ASTM E 119 by a testing and inspecting organization, by equivalent concrete masonry thickness, or by another means, as acceptable to authorities having jurisdiction.
- D. Single-Source Responsibility for Masonry Units: Obtain exposed masonry units of uniform texture and color, or a uniform blend within the ranges accepted for these characteristics, from one manufacturer for each different product required for each continuous surface or visually related surfaces.
- E. Single-Source Responsibility for Mortar Materials: Obtain mortar ingredients of uniform quality, including color for exposed masonry, from one manufacturer for each cementitious component and from one source and producer for each aggregate.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver masonry materials to project in undamaged condition.
- B. Store and handle masonry units off the ground, under cover, and in a dry location to prevent their deterioration or damage due to moisture, temperature changes, contaminants, corrosion, and other causes. If units become wet, do not place until units are in an air-dried condition.
- C. Store cementitious materials off the ground, under cover and in dry location.
- D. Store aggregates where grading and other required characteristics can be maintained and contamination avoided.
- E. Store masonry accessories including metal items to prevent corrosion and accumulation of dirt and oil.
- F. Protect insulation materials from physical damage and from deterioration by moisture, soiling, and other sources. Comply with manufacturer's recommendations for handling, storage and protection during installation.
- G. Protect plastic insulation as follows:
 - 1. Do not expose to sunlight, except to extent necessary, for period of installation and concealment.
 - 2. Protect against ignition at all times. Do not deliver plastic insulating materials to project site ahead of installation time.
 - 3. Complete installation and concealment of plastic materials as rapidly as possible in each area of construction.
- H. Fire Protection: Do not store rigid insulation or similar combustible materials within building.

1.7 PROJECT CONDITIONS

- A. Protection of Masonry: During erection, cover tops of walls, projections, and sills with waterproof sheeting at end of each day's work. Cover partially completed masonry when construction is not in progress.
 - 1. Extend cover a minimum of 24 inches down both sides and hold cover securely in place.
 - 2. Where one wythe of multiwythe masonry walls is completed in advance of other wythes, secure cover a minimum of 24 inches down face next to unconstructed wythe and hold cover in place.
- B. Stain Prevention: Prevent grout, mortar, and soil from staining the face of masonry to be left exposed or painted. Remove immediately any grout, mortar, and soil that come in contact with such masonry.
 - 1. Protect base of walls from rain-splashed mud and mortar splatter by means of coverings spread on ground and over wall surface.
 - 2. Protect sills, ledges, and projections from mortar droppings.
 - 3. Protect surfaces of window and door frames, as well as similar products with painted and integral finishes from mortar droppings.
- C. Cold-weather Construction: Comply with referenced unit masonry standard for cold-weather construction and the following:
 - 1. Do not lay masonry units that are wet or frozen.
 - 2. Remove masonry damaged by freezing conditions.
- D. Hot-Weather Construction: Comply with referenced unit masonry standard.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Comply with referenced unit masonry standard and other requirements specified in this Section applicable to each material indicated.

2.2 BRICK MADE FROM CLAY OF SHALE

- A. General: Comply with referenced standards and other requirements indicated below applicable to each form of brick required.
 - 1. Sizes: Brick Type - Provide standard modular brick (7-5/8 inch x 2-1/4 inch x 3-5/8 inch) to match color and type of original construction.

2. For sills, caps and similar applications resulting in exposure of brick for surfaces which otherwise would be concealed from view, provide uncured or unfroged units with all exposed surfaces finished.
- B. Facing Brick: ASTM C216-88, Grade SW; Brick 1: Type FBX (minimum size and color variations)

2.3 MORTAR AND GROUT MATERIALS

- A. Portland Cement: ASTM C 150, Type I or II, except Type III may be used for cold-weather construction. Provide natural color or white cement as required to produce required mortar color.
- B. Masonry Cement: ASTM C 91.
 1. For colored pigmented mortars use premixed colored masonry cements of formulation required to produce color indicated, or if not indicated, as selected from manufacturer's standard formulations.
- C. Products: Subject to compliance with requirements, provide one of the following:
 1. Colored Masonry Cement:
 - a. "Colorbond Custom Color Masonry Cement," Centurion
 - b. "Atlas Custom Color Masonry Cement," Lehigh Portland Cement Co.
 - c. "Flamingo Color Masonry Cement," The Riverton Corporation.
 2. Varying mortar colors will be selected for type of masonry utilized.

2.4 JOINT REINFORCEMENT

- A. General: Provide joint reinforcement complying with requirements of referenced unit masonry standard and this article, formed from the following:
 1. Galvanized carbon steel wire, ASTM-A153, Class B-2, hot-dipped,,1.5 oz. galvanized coating.
- B. Description: Welded-wire units prefabricated with deformed continuous side rods and plain cross rods into straight lengths of not less than 10 feet, with prefabricated corner and tee units, and complying with requirements indicated below:
 1. Wire Diameter for Side Rods: 0.1875 inch.
 2. Wire Diameter for Cross Rods: 0.1483 inch (9 gage).
 3. For single-wythe masonry provide type as follows with single pair of side rods:

- a. Truss design with continuous diagonal cross rods spaced not more than 16 inches o.c.
- b. Subject to compliance with requirements, provide one of the following:
 - 1) "Truss Type, Extra Heavy Duty", by Dur-O-Wal, Inc.
 - 2) "Truss Tie-Wall, Heavy Class", by National Wire Products, Inc.
 - 3) "Standard Truss", Keywall.
- 4. For multiwythe masonry provide type as follows:
- 5. Truss design with single pair of side rods and adjustable rectangular tie eye sections spaced not more than 16 inches o.c.; with side rods spaced for embedment within each face shell of backup wythe and eyes extended to accommodate pintle ties which will engage the outer wythe by at least 1-1/2 inches.
- C. Products: Subject to compliance with requirements, provide one of the following:
 - 1. "Dur-O-Eye, Extra Heavy Duty", by Dur-O-Wal, Inc.
 - 2. "Double Hook and Eye Truss, Heavy Class", by National Wire Products, Inc.
 - 3. "Lox-All Adjustable Eye-Wire, Truss Type, Extra Heavy Duty", by Hohman & Barnard, Inc.

2.5 TIES AND ANCHORS, GENERAL

- A. General: Provide ties and anchors specified in subsequent articles that comply with requirements for metal and size of referenced unit masonry standard and of this article.
- B. Galvanized Carbon Steel Wire: ASTM A 82, ASTM-A153, Class B-2, hot dipped, 1.5 oz. galvanized coating.
- C. Galvanized Steel Sheet: As follows:
- D. Galvanized Steel Sheet: ASTM A 366 (commercial quality) cold-rolled carbon steel sheet, hot-dip galvanized after fabrication to comply with ASTM A 525, Class B2 (for unit lengths over 15 inches) and Class B3 (for unit lengths under 15 inches), for all sheet metal ties and anchors.

2.6 ADJUSTABLE ANCHORS FOR CONNECTING MASONRY TO CONCRETE OR METAL STUD CONSTRUCTION

- A. General: Two-piece assemblies as described below allowing vertical or horizontal differential movement between wall and framework parallel to plane of wall, but resisting tension and compression forces perpendicular to it.

1. Performance Characteristics: Capable of withstanding a 100 lb. force in either tension or compression without deforming over, or developing play in excess of, .05 inch.
- B. Screw-Attached Masonry Veneer Anchors: Units consisting of wire tie section and metal anchor section complying with the following requirements:
 1. Wire Tie Diameter: 3/16 inch
 2. Wire Tie Shape: Double Leg Pintle.
 3. Wire Tie Length: 3 inch, 4 inch or 5 inch as required to extend 1-1/2 inches, but no closer than 1-1/4 inch from the outside face of masonry, into masonry wythe of veneer.
- C. Neoprene Gaskets: Screw-attached masonry veneer anchor manufacturer's standard closed cell neoprene gaskets manufactured to fit behind anchor plate and to prevent moisture from penetrating through screw holes.
- D. Products: Subject to compliance with requirements, provide the following:
 1. Screw-Attached Masonry Veneer Anchors:
 - a. D/A 213, type .5, 1, 1.5 or 2 Extra Heavy Duty," Dur-O-Wal, Inc.
 - b. D/A 5213, Dur-O-Wal, Inc.
 2. Provide powder-actuated fasteners, with a minimum working strength value of 100 lbs., driven through holes in the masonry veneer anchors, into the concrete, or metal stud.

2.7 ADJUSTABLE ANCHORS FOR CONNECTING MASONRY TO STRUCTURAL STEEL

- A. General: Two-piece assemblies as described below allowing vertical or horizontal differential movement between wall and structural steel parallel to plane of wall, but resisting tension and compression forces perpendicular to it.
 1. Performance Characteristics: Capable of withstanding a 100 lb. force in either tension or compression without deforming over, or developing play in excess of, .05 inch.
- B. For anchorage of masonry inner wythes to the face of steel columns, and to the underside of structural steel members, furnish to the structural steel fabricator continuous channel slots formed from 16 ga. (mill) galvanized sheet steel.

Provide channel slot anchors formed from 3/16 inch diameter wire.

- C. Products: Subject to compliance with requirements, provide the following:
 1. Channel Slots:
 - a. D/A 904, Dur-O-Wal, Inc.
 2. Triangle Tie Slot Anchors:
 - a. D/A 918-922, Dur-O-Wal, Inc.

- D. For the anchorage of masonry to the webs of steel beams at cavity wall conditions, furnish to the structural steel fabricator channel anchor slots formed from 16 gauge brite sheet steel, 8" long.

Provide channel slot anchors formed from 16 gauge corrugated brite sheet metal, 3-1/2" long.

- E. Products: Subject to compliance with requirements, provide the following:

1. Channel Slots:
 - a. D/A 901, Dur-O-Wal, Inc.
2. Corrugated Channel Slot Anchors:
 - a. D/A 912, Dur-O-Wal, Inc.

2.8 MISCELLANEOUS ANCHORS

- A. Provide 4 x 3 x 1/4 x 6 inch long steel clip angle anchors for laterally bracing masonry partitions to floor deck and underside of beams or girders above, arranged in pairs on each face of partition requiring bracing, spaced at 4' - 0" maximum centers.
1. Provide these anchors in all locations where the length of a partition between lateral supports (buttresses, crosswalls, columns with ties), exceeds 36 times its thickness.
 2. Provide these anchors in all partitions interrupted by control joints (except crosswalls).
- B. Precast Concrete Anchors: Cast-in inserts, anchorages, and loose hardware necessary for securing precast units to supporting and adjacent members are furnished by Section 03450 "Architectural Precast Concrete - Plant Cast."

2.9 EMBEDDED FLASHING MATERIALS

- A. Flashing Description: 0.8 mm (32 mils) of self-adhesive rubberized asphalt integrally bonded to 0.2 mm (8 mils) of cross-laminated, high-density polyethylene film to provide a min. 1.0 mm (40 mil) thick membrane. Membrane shall be interleaved with disposable silicone-coated release paper until installed.
- B. Performance Requirements:
1. Water Vapor Transmission: ASTM E96, Method B – 2.9 ng/m²sPa (0.05 perms) maximum
 2. Water Absorption: ASTM D570 – Max. 0.1% by weight
 3. Puncture Resistance: ASTM E154 – 356 N (80 lbs)
 4. Tear Resistance:
 - a. Initiation – ASTM D1004 – min. 58 N (13.0 lbs) M.D.
 - b. Propagation – ASTM D1938 – min. 40 N (9.0 lbs) M.D.

5. Lap Adhesion at -4°C (25°F): ASTM D1876 – 880 N/M (5.0 lbs/in.) of width
 6. Low Temperature Flexibility – ASTM D1970 – Unaffected to -43°C (-45°F)
 7. Tensile Strength: ASTM D412, Die C Modified – Min. 5.5 MPa (800 psi)
 8. Elongation, Ultimate Failure of Rubberized Asphalt: ASTM D412, Die C – Min. 200%
- C. Product: Perm-A-Barrier® Wall Flashing manufactured by Grace Construction Products.
- D. Wall Flashing Accessories:
1. Surface Conditioner:
 - a. Description: Water-based latex liquid for substrate preparation.
 - (1.) Flash Point: No flash to boiling point
 - (2.) Solvent Type: Water
 - (3.) VOC Content: Not to exceed 125 g/L
 - (4.) Application Temperature: -4°C (25°F) and above
 - (5.) Freeze/Thaw Stability: 5 cycles min.
 - (6.) Freezing point (as packaged): -10°C (14°F)
 - b. Product: Perm-A-Barrier Surface Conditioner manufactured by Grace Construction Products.
 2. Termination Mastic:
 - a. Description: Rubberized asphalt-based mastic with 200 g/L max. VOC Content.
 - b. Product: Bituthene® Mastic manufactured by Grace Construction Products.
 3. Optional Primer:
 - a. Description: Water-based latex primer
 - (1.) Specially designed for glass mat surfaced exterior gypsum boards
 - (2.) VOC Content: Not to exceed 10 g/L
 - b. Product: Perm-A-Barrier WB Primer by Grace Construction Products.
 4. Optional Primer:
 - a. Description: Water-based latex primer with 110 g/L max. VOC content.
 - b. Product: Bituthene Primer WP-3000 by Grace Construction Products.
 5. Optional Primer:
 - a. Description: Rubber-based primer in solvent with 440 g/L max. VOC content.
 - b. Product: Bituthene Primer B2 by Grace Construction Products.

2.10 MISCELLANEOUS MASONRY ACCESSORIES

- A. Nonmetallic Control Joint and Brick Expansion Joint Strips: Premolded filler strips complying with ASTM D 1056, Type 2 (closed cell) , Class A (cellular rubber and rubber-like materials with specific resistance to petroleum base oils), Grade 1 (compression-deflection range of 2-5 psi), compressible up to 35 percent, of width and thickness indicated, formulated from the following material:
 - 1. Neoprene.
- B. Products: Subject to compliance with requirements, provide one of the following:
 - 1. "Rapid Expansion Joint, D/A 2015", Dur-O-Wal, Inc.
 - 2. "NS Closed Cell Neoprene Sponge", Hohmann and Barnard, Inc.
 - 3. "032 Expansion Joint", National Wire Products Ind.
- C. Bond Breaker Strips: Asphalt-saturated organic roofing felt complying with ASTM D 226, Type I (No. 15 asphalt felt).
- D. Weep Holes: Provide the following:
 - 1. Quadro-Vent: Standard size: 3/8" x 2 1/2" x 3 3/8".

2.11 MORTAR AND GROUT MIXES

- A. General: Do not add admixtures including coloring pigments, air-entraining agents, accelerators, retarders, water repellent agents, antifreeze compounds, or other admixtures, unless otherwise indicated.
 - 1. Do not use calcium chloride in mortar or grout.
- B. Mortar for Unit Masonry: Comply with ASTM C 270, Property Specification for job-mixed mortar and ASTM C 1142 for ready-mixed mortar, of types indicated below:
 - 1. For exterior, above-grade loadbearing and nonloadbearing walls and parapet walls, for reinforced masonry and where indicated, use type indicated below:
 - a. Type S.
 - 2. For interior loadbearing walls; for interior nonloadbearing partitions, and for other applications where another type is not indicated, use type indicated below:
 - a. Type S.
- C. Colored Pigmented Mortar: Select and proportion pigments with other ingredients to produce color required.
- D. Grout for Unit Masonry: Comply with ASTM C 476 and referenced unit masonry standard.

2.12 VAPOR BARRIER

- A. Fibrated Emulsion Mastic (Trowel Grade): Protective coating against dampness on interior above grade surfaces and exterior surfaces of concrete and masonry.
 - 1. Products: Subject to compliance with requirements, provide the following:
 - a. 920 fibrated emulsion mastic, Karnak Corporation.
 - b. Asbestos-free, trowel grade waterproofing.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine conditions, with Installer present, for compliance with requirements for installation tolerances and other specific conditions, and other conditions affecting performance of unit masonry.
- B. Examine rough-in and built-in construction to verify actual locations of piping connections prior to installation.
- C. Notify Architect and do not proceed until unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

- A. Comply with referenced unit masonry standard and other requirements indicated applicable to each type of installation included in Project.
- B. Thickness: Build cavity and composite walls and other masonry construction to the full thickness shown. Build single-wythe walls to the actual thickness of the masonry units, using units of nominal thickness indicated.
- C. Build chases and recesses as shown or required to accommodate items specified in this and other Sections of the Specifications. Provide not less than 8 inches of masonry between chase or recess and jamb of openings and between adjacent chases and recesses.
- D. Leave openings for equipment to be installed before completion of masonry. After installation of equipment, complete masonry to match construction immediately adjacent to the opening.
- E. Cut masonry units with motor-driven saws to provide clean, sharp, unchipped edges. Cut units as required to provide continuous pattern and to fit adjoining construction. Use full-size units without cutting where possible.

3.3 CONSTRUCTION TOLERANCES

- A. Comply with construction tolerances of referenced unit masonry standard.

3.4 LAYING MASONRY WALLS

- A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint widths and for accurate locating of openings, movement-type joints, returns, and offsets. Avoid the use of less-than-half-size units at corners, jambs, and where possible at other locations.
- B. Lay up walls to comply with specified construction tolerances, with courses accurately spaced and coordinated with other construction.
- C. Bond Pattern for Exposed Masonry: Lay exposed masonry in the following bond pattern; do not use units with less than nominal 4-inch horizontal face dimensions at corners or jambs.
 - 1. One-half running bond with vertical joint in each course centered on units in courses above and below.
- D. Lay concealed masonry with all units in a wythe in running bond or bonded by lapping not less than 2 inches. Bond and interlock each course of each wythe at corners. Do not use units with less than nominal 4-inch horizontal face dimensions at corners or jambs.
- E. Stopping and Resuming Work: In each course, rake back $\frac{1}{2}$ -unit length for one-half running bond or $\frac{1}{3}$ -unit length for one-third running bond; do not tooth. Clean exposed surfaces of set masonry, wet clay masonry units lightly (if required), and remove loose masonry units and mortar prior to laying fresh masonry.
- F. Built-In Work: As construction progresses, build-in items specified under this and other Sections of the Fill in solidly with masonry around Specifications. built-in items.
 - 1. Fill space between hollow metal frames and masonry solidly with mortar, unless otherwise indicated.
 - 2. Where built-in items are to be embedded in cores of hollow masonry units, place a layer of metal lath in the joint below and rod mortar or grout into core.
 - 3. Fill cores in hollow concrete masonry units with grout 3 courses (24 inches) under bearing plates, beams, lintels, posts, and similar items, unless otherwise indicated.

3.5 MORTAR BEDDING AND JOINTING

- A. Lay solid brick masonry units with completely filled bed and head joint; butter ends with sufficient mortar to fill head joints and shove into place. Do not slush head joints.

- B. Set mason-set precast concrete units in full bed of mortar with all vertical joints slushed full. Fill dowel, anchor, and similar holes solid. Rake joints back to receive bond breaker and caulk.
- C. Cut joints flush for masonry walls to be concealed or to be covered by other materials.
- D. Tool joints for masonry walls to be exposed in compliance with referenced masonry standard.
- E. Tool joints in block veneer as directed by the Architect.

3.6 STRUCTURAL BONDING OF MULTI-WYTHE MASONRY

- A. Use individual metal ties and pintles installed in continuous horizontal joint reinforcement, embedded in horizontal mortar joints to bond wythes together.
- B. Use pintles of lengths required to extend 1-1/2 inches into back of veneer wythe, and no closer than 1-1/4 inch from the exterior mortar surface.
- C. Corners: Provide interlocking masonry unit bond in each course at corners, unless otherwise shown.
 - 1. Provide continuity with horizontal joint reinforcement at corners using prefabricated "L" units, in addition to masonry bonding.
- D. Intersecting and Abutting Walls: Provide vertical control joints at junctures, provide same type of bonding specified for structural bonding between wythes and space as follows:
 - 1. Locate and provide control joints not to exceed 18 feet between joints, unless noted otherwise.
 - 2. Provide continuity with horizontal joint reinforcement using prefabricated "T" units.
- E. Nonbearing Interior Partitions: Build full height of story to within 1/4" of underside of floor or roof deck above and as follows:
 - 1. Install pressure-relieving joint filler in joint between top of non-fire rated partition and underside of deck above.
 - 2. Installation of fire rated filler and caulk by Section 07270 - Firestopping.

3.7 CAVITIES / AIR SPACES

- A. Keep cavities/air spaces clean of mortar droppings and other materials during construction. Strike joints facing cavities/air spaces flush.
- B. Tie exterior wythe to backup with individual metal tie pintles set into continuous horizontal joint reinforcing.

- C. Provide weep holes in exterior wythe of cavity wall located immediately above ledges and flashing, spaced 2 feet o.c., unless otherwise indicated.
- D. Apply dampproofing to exterior face of backup wythe prior to applying insulation.

3.8 VAPOR BARRIER

- A. Surface Preparation: Surface should be free of oil, grease, dirt, laitence and loose material. Dry surf aces may be dampened with water before application. Fill in all cracks and holes with Glass Membrane or Poly Mat before application of the surface coating.
- B. Apply one (1) coat of fibrated emulsion mastic to all exposed masonry surfaces of exterior side of inner wythe at cavity wall construction prior to placement of rigid board insulation. Spread at rate as recommended by manufacturer.
- C. Do not apply when rain is imminent. Protect from freezing. Coating must be dried before exposure to water. Store in a heated room and keep container covered when not in use. If thinning is necessary, use cool water.

3.9 HORIZONTAL JOINT REINFORCEMENT

- A. General: Provide continuous horizontal joint reinforcement as indicated. Install longitudinal side rods in mortar for their entire length with a minimum cover of 5/8 inch on exterior side of walls, M inch elsewhere. Lap reinforcing a minimum of 6 inches.
- B. Provide continuity at corners and wall intersections by use of prefabricated "L" and "T" sections. Cut and bend reinforcement units as directed by manufacturer for continuity at returns, offsets, column fireproofing, pipe enclosures, and other special conditions.

3.10 ANCHORING MASONRY TO STRUCTURAL MEMBERS

- A. Anchor masonry to structural members where masonry abuts or faces structural members to comply with the following:
 - 1. Provide an open space not less than 1 inch in width between masonry and structural member, unless otherwise indicated. Keep open space free of mortar or other rigid materials
 - 2. Anchor masonry to structural members with flexible anchors embedded in masonry joints and attached to structure.
 - 3. Space anchors as indicated, but not more than 16 inches o.c. vertically and 32 inches o.c. horizontally.

3.11 MOVEMENT JOINTS

- A. General: Install control joints in unit masonry where indicated. Build in related items as the masonry progresses. Do not form a continuous span through movement joints unless provisions are made to prevent in-plane restraint of wall or partition movement.
- B. Form control joints in concrete masonry as follows:
 - 1. Form open joint of not less than 3/8 inch and insert non metallic compressible joint filler in width equal to actual width of concrete masonry units, less 3/8 inch for installation of backer rod and sealant by Section 07920.
 - 2. Where backer rod and sealant will be installed on both sides of masonry units, install joint filler in width equal to actual width of unit masonry, less 3/4 inch.

3.12 FLASHING / WEEP HOLES

- A. General: Install embedded flashing and weep holes in masonry at shelf angles, lintels, ledges, other obstructions to the downward flow of water in the wall, and where indicated.
- B. Prepare masonry surfaces so that they are smooth and free from projections that could puncture flashing. Place through-wall flashing on sloping bed of mortar and cover with mortar. Seal penetrations in flashing with adhesive/sealant/tape as recommended by flashing manufacturer before covering with mortar.
- C. Install flashings as follows:
 - 1. At lintels and shelf angles, extend flashing a minimum of 8 inches into masonry at each end. Extend flashing from exterior face of outer wythe of masonry, through the outer wythe, turned up a minimum of 4 inches, and through the inner wythe to within 1/2 inches of the interior face of the wall in exposed masonry. Where interior surface of inner wythe is concealed by furring, carry flashing completely through the inner wythe and turn up approximately 2 inches, unless otherwise indicated.
 - 2. At heads and sills, extend flashing as specified above unless otherwise indicated but turn up ends not less than 2 inches to form a pan.
 - 3. Cut off flashing flush with face of wall after masonry wall construction is completed.
- D. Install weep holes in the head joints in exterior wythes of the first course of masonry immediately above embedded flashings and as follows:
 - 1. Form weep holes with product specified in Part 2 of this Section.
 - 2. Space weep holes 24 inches o.c.
 - 3. In insulated cavities/air spaces cover cavity/air space side of open weep holes with copper or plastic insect screening to maintain drainage.

- E. Install reglets and nailers for flashing and other related construction where shown to be built into masonry.

3.13 INSTALLATION OF REINFORCED UNIT MASONRY

- A. General: Install reinforced unit masonry to comply with requirements of referenced unit masonry standard.
- B. Do not place grout until entire height of masonry to be grouted has attained sufficient strength to resist grout pressure.

3.14 FIELD QUALITY CONTROL

- A. Testing Frequency: Tests and evaluations listed in this article will be performed during construction for each 5000 sq. ft. of wall area or portion thereof.
 - 1. Mortar properties will be tested per property specification of ASTM C 270.
 - 2. Mortar composition and properties will be evaluated per ASTM C 780.
 - 3. Grout compressive strength will be sampled and tested per ASTM C 1019.
- B. Evaluation of Quality Control Tests: In absence of other indications of noncompliance with requirements, masonry will be considered satisfactory if results from construction quality control tests comply with minimum requirements indicated.

END OF SECTION 04 20 00

SECTION 04 50 00 - MASONRY RESTORATION

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. AIA Document A201, "General Conditions of the Contract for Construction," 2007, The American Institute of Architects, Articles 1 through 15 are bound herein and are hereby made a part of the Specifications and shall apply to Contractors and all Subcontractors. Note also all Addenda.

1.02 DESCRIPTION OF WORK

- A. This Section includes all labor, materials and equipment required to complete all masonry restoration and related items as shown on the Contract Documents and specified herein, including, but not limited to, the following:
 - 1. Repointing the existing exterior brick masonry.

1.03 RELATED SECTIONS

- A. Section 04 20 00 - Unit Masonry
- B. Section 04 90 00 - Masonry Cleaning

PART 2 PRODUCTS

2.01 BRICK

- A. All brick shall match color, size, and texture of existing brick. Utilize brick as required by Section 04 20 00 - Unit Masonry.

2.02 MORTAR

- A. Mortar shall be Type S consisting by proportion:
 - 1 - part portland cement (ASTM C-150 Type I or II, Low Alkali), less than 6 months old
 - 1/2 - part hydrated lime (ASTM C-207)
 - 4-1/2 - parts sand (ASTM C-144)

PART 3 EXECUTION

3.01 SAMPLE TEST PANEL

- A. Expedite cleaning and repointing an area approximately 24" x 24" to be utilized for comparison and approval.
- B. Final brick selection shall be made only following architect's review of sample panel.
- C. No brick shall be shipped from manufacturer to site until architect's acceptance of job panel which has been erected from actual material for project. This panel shall replace the sample panel and shall remain on site throughout construction, and become the project standard for bond, mortar, workmanship, and appearance.

3.02 PROTECTION OF EXISTING CONSTRUCTION

- A. Contractor must protect existing construction, primarily roofing and windows, while working from those areas affected. Contractor must repair damaged materials resulting from this work to the satisfaction of the Architect.

3.03 REPOINTING

- A. All loose, open, deteriorated and stone mortar joints in all elevations of the existing building will be cut, brushed clean, washed down and repointed. Cut joints to a depth of approximately 1" or to solid substrate (deeper if necessary). Care must be exercised no to damage the existing brick edge. All dust and debris must be removed from the joint brushing or blowing with air.
- B. All cement mortar used in repointing work shall be modified with Acryl® 60, polymeric mortar modified, as manufactured by BASF Corporation, Florham Park, NJ, or equal.
- C. All surfaces to receive Acryl® 60 must be clean, sound, and free of any material or coatings which might interfere with adhesion. Porous substrate, such as concrete or mortar, must be thoroughly wet down before applying Acryl® 60 Modified Mortar.
- D. Severely deteriorated areas shall be completely removed and rebuilt to match existing. Severely deteriorated brick where face has spalled away shall be removed and replaced. New brick shall match existing in color and type. Samples must be presented for approval by Architect.
- E. Mortar used for repointing shall be as follows:

- | | | |
|----|--------------------------------------------------|------------------------|
| 1. | <u>Component</u> | <u>Parts by Volume</u> |
| | Portland Cement | 1 |
| | Lime | 2 |
| | Sand | 6 to 9 |
| 2. | Lime is to be ASTM C-207, Type S, hydrated lime. | |

3. Cement is to be ASTM C-150, Type I or Type II White Portland Cement, fresh stock of the same standard brand.
 4. Sand is to be ASTM C-144 clean "Mason's Sand" of lightest color obtainable - 100X to pass eight (8) sieve, not over 30% to pass fifty (50) sieve.
 5. Water is to be drinking water.
- F. The joints to be pointed should be dampened to ensure good bond. All surface water must be absorbed by the brick. Add water to the pre-hydrated mortar to bring to a workable consistency (somewhat dryer than conventional mortar). Pack the mortar tightly into the joints in thin layers, ¼" max. Each layer should become "thumbprint" hard before applying the next layer. After the last layer of mortar is "thumbprint" hard, tool the joints to match the existing profile.

3.04 REMOVAL OF RUBBISH

- A. Subcontractor for masonry restoration work shall cooperate with the General Contractor in cleaning up his waste periodically and dumping it where indicated by the General Contractor.

END OF SECTION 04 50 00

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SECTION 04 90 00 - MASONRY CLEANING

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. AIA Document A201, "General Conditions of the Contract for Construction," 2007, The American Institute of Architects, Articles 1 through 15 are bound herein and are hereby made a part of the Specifications and shall apply to Contractors and all Subcontractors. Note also all Addenda.

1.02 SECTION INCLUDES

- A. Restoration cleaning of exterior masonry, stone & concrete surfaces by use of chemical restoration cleaners.

1.03 RELATED SECTIONS

- A. Section 04 20 00 – Unit Masonry
- B. Section 04 50 00 – Masonry Restoration

1.04 SUBMITTALS

- A. Product Data: Provide manufacturer's product data sheets on all products to be used for the work.
- B. Applicator Qualifications: Submit qualifications of applicator.
 - 1. Certification that applicator is experienced in the application of the specified products.
 - 2. List of recently completed exterior masonry restoration cleaning projects, including project name and location, names of owner and architect, and description of cleaning products used, substrates, environmental regulations, and application procedures.
- C. Environmental Regulations: Describe testing, handling, treatment, containment, collection, transport, disposal, and discharge of hazardous wastes and cleaning effluents. Describe any hazardous materials to be cleaned from substrates. Describe types of coatings and substrates. Submit applicable local environmental regulations.
- D. Protection: Describe methods for protecting surrounding areas, landscaping, building occupants, pedestrians, vehicles, and non masonry surfaces during the work from contact with chemical restoration cleaners, residues, rinse water, fumes, wastes, and cleaning effluents.

- E. Surface Preparation: Describe surface preparation to be completed before application of restoration cleaners.
- F. Application: Describe application procedures of restoration cleaners.

1.05 QUALITY ASSURANCE

- A. Applicator Qualifications:
 - 1. Experienced in the application of the specified products.
 - 2. Employs persons trained for the application of the specified products.

1.06 ENVIRONMENTAL REGULATIONS

- A. Comply with applicable federal, state, and local environmental regulations regarding testing, handling, treatment, containment, collection, transport, disposal, and discharge of hazardous wastes and cleaning effluents.

1.07 TEST PANELS

- A. Before full-scale application, review manufacturer's product data sheets to determine the suitability of each product for the specific surfaces. Apply each restoration cleaner to test panels to determine dilution rates, dwell times, number of applications, compatibility, effectiveness, application procedures, effects of pressure rinsing, and desired results.
- B. Apply restoration cleaners to test panels in accordance with manufacturer's instructions. Allow 48 hours or until test panels are thoroughly dry, before evaluating final appearance and results. Do not begin full-scale application until test panels are inspected and approved by the Architect.
 - 1. Size: Minimum 4 feet by 4 feet each.
 - 2. Locations: As determined by the Architect.
 - 3. Restoration Cleaners: Number of test panels as required to completely test each restoration cleaner with each type of substrate and with each type of material or stain to be cleaned.
- C. Test all cleaning effluents generated by the restoration cleaning of the test panels to determine any hazardous characteristics. Comply with applicable federal, state, and local environmental regulations regarding testing, handling, treatment, containment, collection, transport, disposal, and discharge of hazardous wastes.
- D. Retain and protect approved test panels in undisturbed condition during the work of this section, as a standard for judging the restoration cleaning work.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- B. Storage and Handling: Store containers upright in a cool, dry, well ventilated place, out of the sun. Store away from all other chemicals and potential sources of contamination. Keep lights, fire, sparks, and heat away from containers. Do not drop onto or slide across sharp objects. Keep containers tightly closed when not in use. Store and handle materials in accordance with manufacturer's instructions.

1.09 PROJECT CONDITIONS

- A. Do not clean masonry surfaces when temperatures are below freezing or will be overnight, to avoid harm to masonry. Clean masonry surfaces only when air and masonry surface temperatures are 40°F and above. Allow adequate time for masonry to thaw if freezing conditions exist prior to application.

PART 2 PRODUCTS

2.01 MANUFACTURER

- A. Prosoco, Inc., PO Box 171677, Kansas City, Kansas 66117, or approved equal.

2.02 RESTORATION CLEANERS

- A. BioWash: "Enviro Klean® BioWash". General purpose is to remove a broad spectrum of biological deposits from brick, terra cotta, sandstone, granite, and many other masonry surfaces. Dissolves heavy atmospheric soiling. Suitable for most masonry and stone surfaces.
 - 1. Form: Clear liquid.
 - 2. Color: Light amber.
 - 3. pH: 5.5-6.5.
 - 4. Specific Gravity: 1.00.
 - 5. Flash Point: None.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify by examination that masonry surfaces are acceptable to receive the specified restoration cleaners.

3.02 PROTECTION

- A. Protect surrounding areas, landscaping, building occupants, pedestrians, vehicles, and nonmasonry surfaces during the work from contact with chemical restoration cleaners, residues, rinse water, fumes, wastes, and cleaning effluents in accordance with manufacturer's instructions.
- B. Test window glass not specified to be replaced for compatibility with chemical cleaning products to determine required protection.
- C. Divert and protect pedestrian and auto traffic.
- D. Avoid wind drifting of spray of chemical cleaning products, residues, and rinse water.

3.03 SURFACE PREPARATION

- A. Apply all specified caulking and sealants and allow to cure before chemical cleaning begins.

3.04 APPLICATION OF RESTORATION CLEANERS

- A. General: Apply restoration cleaners to substrates in accordance with manufacturer's instructions, environmental regulations, and application procedures determined from test panel results approved by the Architect. Consult manufacturer's instructions for information on equipment to be used and precautions to be taken with the specified products.
- B. Restoration Cleaner:
 - 1. Wet thoroughly the area to be cleaned.
 - 2. Use in concentrate or dilute 1 part concentrated cleaner with up to 10 parts fresh water, according to test panel results. Use the mildest solution that effectively cleans.
 - 3. Apply cleaning solution liberally.
 - 4. Allow dwell time of 2 to 3 minutes.
 - 5. Do not allow cleaning solution to dry on masonry.
 - 6. Mist treated surfaces with water and gently scrub with non-metallic, short-fibered brush to loosen biological soiling.
 - 6. Rinse using low pressure water flood rinse to remove initial residue.
 - 7. Rinse thoroughly using pressure water spray to assure all surface staining and cleaning residues are completely flushed from the treated surface.

3.05 FIELD QUALITY CONTROL

- A. Inspection: Inspect the restoration cleaning work with the Contractor, Architect, applicator, and ProSoCo representative, and compare with approved test panels. Determine if the substrates are suitably prepared to start masonry restoration.

- B. Manufacturer's Field Services: Provide the services of a manufacturer's authorized field representative to verify specified products are used, and to ensure test panels, protection, surface preparation, and application of restoration cleaners are in accordance with manufacturer's instructions.

3.06 FINAL CLEANING

- A. Clean site of all unused chemical cleaning products, residues, rinse water, wastes, and cleaning effluents in accordance with environmental regulations.
- B. Remove and dispose of all materials used to protect surrounding areas and nonmasonry surfaces, following completion of the work of this section.

END OF SECTION 04 90 00

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SECTION 07 19 00 – WATER REPELLENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. AIA Document A201, "General Conditions of the Contract for Construction," 2007, The American Institute of Architects, Articles 1 through 15 are bound herein and are hereby made a part of the Specifications and shall apply to Contractors and all Subcontractors. Note also all Addenda.

1.02 SECTION INCLUDES

- A. Application of water repellents to protect above-grade, vertical and horizontal masonry surfaces.

1.03 RELATED SECTIONS

- A. Section 04 50 00 - Masonry Restoration
- B. Section 04 90 00 - Masonry Cleaning

1.04 REFERENCES

- A. ASTM D 2369-92 - Test Methods for Volatile Content of Coatings.
- B. ASTM D 3960-93 - Practice for Volatile Organic Compound (VOC) Content of Paints and Related Coatings.
- C. Federal Specification SS-W-110C - Water Repellent, Colorless Silicon, Resin Base.

1.05 SUBMITTALS

- A. Product Data: Submit manufacturer's product data sheets on all products to be used for the work. Submit description for protection of surrounding areas and nonmasonry surfaces, surface preparation, application, and final cleaning.
- B. Applicator Qualifications: Submit qualifications of applicator.
 - 1. Certification stating applicator is experienced in the application of the specified products.
 - 2. List of recently completed water repellent projects, including project name and location, names of owner and architect, and description of products used, substrates, applicable local environmental regulations, and application procedures.

- C. Environmental Regulations: Submit applicable local environmental regulations.
- D. VOC Certification: Submit certification that water repellents furnished comply with regulations controlling use of volatile organic compounds (VOC).

1.06 QUALITY ASSURANCE

- A. Applicator Qualifications:
 - 1. Experienced in the application of the specified products.
 - 2. Employs persons trained for the application of the specified products.

1.07 ENVIRONMENTAL REGULATIONS

- A. Comply with applicable federal, state, and local environmental regulations.

1.08 TEST PANELS

- A. Before full-scale application, review manufacturer's product data sheets to determine the suitability of each product for the specific surfaces. Apply each water repellent to test panels to determine number of applications, coverage rates, compatibility, effectiveness, surface preparation, application procedures, and desired results.
- B. Apply water repellents to test panels in accordance with manufacturer's written instructions. Allow 48 hours or until test panels are thoroughly dry before evaluating final appearance and results. Do not begin full-scale application until test panels are inspected and approved by the Architect.
- C. Test Panel Requirements:
 - 1. Size: Minimum 4 feet by 4 feet each.
 - 2. Locations: As determined by the Architect.
 - 3. Number: As required to completely test each water repellent with each type of substrate to be protected.
- D. Retain and protect test panels approved by the Architect in undisturbed condition during the work of this section, to be used as a standard for judging the water repellent work.

1.09 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- B. Storage and Handling: Store containers upright in a cool, dry, well ventilated place, out of the sun. Store away from all other chemicals and potential sources of contamination. Keep lights, fire, sparks, and heat away from containers. Do

not drop containers or slide across sharp objects. Keep containers tightly closed when not in use. Store and handle materials in accordance with manufacturer's written instructions.

1.10 PROJECT CONDITIONS

A. Temperature Limitations:

1. Do not apply at surface and air temperatures below 40 F or above 95 F, unless otherwise indicated by manufacturer's written instructions.
2. Do not apply when surface and air temperatures are not expected to remain above 40 F for a minimum of 8 hours after application, unless otherwise indicated by manufacturer's written instructions.

B. Do not apply under windy conditions such that water repellent may be blown to surfaces not intended.

C. Do not apply earlier than 24 hours after rain or if rain is predicted for a period of 8 hours after application, unless otherwise indicated by manufacturer's written instructions.

D. Do not apply to frozen substrate. Allow adequate time for substrate to thaw, if freezing conditions exist before application.

PART 2 - PRODUCTS

2.01 MANUFACTURER

- A. Prosoco, Inc., PO Box 171677, Kansas City, Kansas 66117, (800) 255-4255, (913) 281-2700.**

2.02 WATER REPELLENTS

- A. Siloxane PD Water Repellent: "Sure Klean® Weather Seal Siloxane PD". Milky White, penetrating water repellent for use on concrete, brick, and clay tile surfaces. Water-based silane/siloxane water repellent. Protects against moisture intrusion and resists efflorescence, leaching, mildew staining, atmospheric staining, and freeze-thaw spalling. Treated masonry and concrete resists acids, alkalis, acid rain, and carbon crusting.**

1. Form: Liquid.
2. Color: Milky White.
3. Specific Gravity: 0.996 (minimum).
4. Active Substance: silane/siloxane.
5. Percent Active Material: 7%.
6. Flash Point: 200 F.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify by examination that masonry and concrete surfaces are acceptable to receive the specified water repellents. Notify the Architect if surfaces are not acceptable to receive the specified products.

3.02 PROTECTION

- A. Protect surrounding areas, landscaping, building occupants, pedestrians, vehicles, and nonmasonry surfaces during the work from contact with water repellents, masonry or concrete cleaners if used, residues, rinse water, fumes, wastes, and effluents in accordance with manufacturer's written instructions.
- B. Apply water repellents before installation of windows.
- C. Divert and protect pedestrian and auto traffic.

3.03 SURFACE PREPARATION

- A. Clean all dirt, dust, oil, grease, and other contaminants from surfaces that interfere with penetration or performance of water repellents. Use appropriate masonry or concrete cleaners approved by the water repellent manufacturer where necessary. Rinse thoroughly using pressure water spray to remove cleaner residues. Allow surfaces to dry completely before application of water repellents.
- B. Repair, patch, and fill all cracks, voids, defects, and damaged areas in surface as approved by the Architect. Allow repair materials to cure completely before application of water repellents.
- C. Apply specified sealants and caulking and allow to cure completely before application of water repellents.
- D. Seal all open joints.
- E. Allow new masonry and concrete construction and repointed surfaces to cure for minimum of 28 days before application of water repellents.
- F. Test for pH level according to water repellent manufacturer's written instructions to ensure chemical bond to silicate minerals.

3.04 APPLICATION

- A. Apply water repellents to substrates in accordance with manufacturer's written instructions, environmental regulations, and application procedures determined from test panel results approved by the Architect.

- B. Apply to clean, dry, cured, and properly prepared surfaces approved by the Architect.
- C. Consult manufacturer's written instructions for information on application equipment to be used and precautions to be taken with the specified products.
- D. Do not dilute or alter water repellents, unless otherwise specified. Do Not Dilute in accordance with manufacturer's written instructions.
- E. Do not apply to below-grade surfaces.
- F. Do not apply to asphalt or other nonmasonry materials.
- G. Do not apply to painted surfaces.
- H. Do not apply to compensate for structural or material defects in substrates.
- I. Avoid overspray, wind drift, and splash of water repellents.

3.05 FIELD QUALITY CONTROL

- A. Inspection: Inspect the water repellent work with the Contractor, Architect, applicator, and Prosoco representative, and compare with test panel results approved by the Architect. Determine if the substrates are suitably protected by the water repellents.
- B. Manufacturer's Field Services: Provide the services of a manufacturer's authorized field representative to verify specified products are used, and protection, surface preparation, and application of water repellents are in accordance with the manufacturer's written instructions and the test panel results approved by the Architect.

3.06 FINAL CLEANING

- A. Clean site of all unused water repellents, residues, rinse water, wastes, and effluents in accordance with environmental regulations.
- B. Remove and dispose of all materials used to protect surrounding areas and nonmasonry surfaces, following completion of the work of this section.
- C. Repair, restore, or replace to the satisfaction of the Architect, all materials, landscaping, and nonmasonry surfaces damaged by exposure to water repellents.

END OF SECTION 07 19 00

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SECTION 07 61 00 - PREFORMED METAL ROOFING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Instructions to Bidders, AIA Document A201 - 2007, "General Conditions of the Contract for Construction", the Supplementary General Conditions and Division 1, General Requirements, are a part of this Section and shall be binding on the Contractor and or Subcontractor who performs this Work. Note also all Addenda.

1.02 SECTION INCLUDES

- A. Preformed, prefinished metal roofing and flashings.
- B. Miscellaneous trim, flashing, closures, drip flashing, and accessories.
- C. Sealant
- D. Fastening devices
- E. Preformed, pre-finished metal wall caps and flashings

1.03 RELATED SECTIONS

- A. Section 04 20 00 – Unit Masonry
- B. Section 04 50 00 – Masonry Restoration
- C. Section 07 92 00 – Joint Sealants

1.04 REFERENCES

- A. American Iron & Steel Institute (AISI) Specification for the Design of Cold formed Steel Structural Members.
- B. ASTM A-525 Steel Sheet, Zinc-Coated (Galvanized)
- C. ASTM E-283-84
- D. ASTM E-331-86
- E. ASTM E-330 (Modified)
- E. Spec Data Sheet - Galvalume Sheet Metal by Bethlehem Corp., and ASTM A 792 AZ 50.
- F. SMACNA - Architectural Sheet Metal Manual.
- G. Building Materials Directory - Underwriter's Laboratories, Test Procedure 580.
- H. 2003 International Building Code Portion of the 2005 Connecticut State Building Code, Section 1609.3 Basic Wind Speed, Appendix K for Basic Wind Speed (3 second gust) of 115 MPH.

1.05 ASSEMBLY DESCRIPTION

- A. The roofing assembly includes preformed sheet metal panels, related accessories, valleys, hips, ridges, eaves, comers, rakes, miscellaneous flashing and attaching devices.

1.06 SUBMITTALS

- A. Submit detailed drawings showing layout of panels, anchoring details, joint details, trim, flashing, and accessories. Show details of weatherproofing, terminations, and penetrations of metal work.
- B. Submit a sample of each type of roof panel, complete with factory finish, and fasteners.
- C. Submit results indicating compliance with minimum requirements of the following performance tests:
 - 1. Air Infiltration ASTM E 283-84
 - 2. Water Infiltration ASTM E 331-86
 - 3. Wind Uplift - U.L.90
- D. Submit calculations with registered engineer seal, verifying roof panel and attachment method resists wind pressures imposed on it pursuant to applicable building codes. Metal panel roof system, through fastened or standing seam, shall be tested in accordance with UL580 or ASTM E 1592.
- E. Environmental Materials Reporting form listing each of the products or components proposed for use on this project— see Section 01300 - SUBMITTALS

1.07 QUALITY ASSURANCE

- A. Manufacturer: Company specializing in Architectural Sheet Metal Products with ten (10)years minimum experience.
- B. No product substitutions shall be permitted without meeting specifications.
- C. Substitutions shall be submitted 10 Days prior to Bid Date and acceptance put forth in an addendum.
- D. No substitutions shall be made after the Bid Date.

1.08 DELIVERY, STORAGE AND HANDLING

- A. Upon receipt of panels and other materials, installer shall examine the shipment for damage and completeness.
- B. Panels should be stored in a clean, dry place. One end should be elevated to allow moisture to run off.
- C. Panels with strippable film must not be stored in the open, exposed to the sun.
- D. Stack all materials to prevent damage and to allow for adequate ventilation.

1.09 WARRANTY

- A. Paint finish shall have a twenty-year guarantee against cracking, peeling and fade (not to exceed 5 N.B.S. units).
- B. Galvalume material shall have a twenty-year guarantee against failure due to corrosion, rupture or perforation.
- C. Applicator shall furnish guarantee covering watertightness of the roofing system for the period of two (2) years from the date of substantial completion.

PART 2 - PRODUCT

2.01 ACCEPTABLE MANUFACTURERS

- A. Berridge Manufacturing Company, ATAS Manuf, Peterson Aluminum Corporation, or equal.
- B. Substitutions shall fully comply with specified requirements.

2.02 SHEET MATERIALS

- A. Prefinished Metal shall be prefinished Galvalume - ASTM 792-86 AZ-55.
- B. Unfinished Metal shall be Grade C Galvalume ASTM 792-86, AZ 55, "Satin Finish".
- C. Finish shall be full strength Kynar 500 Fluoropolymer coating, applied by the manufacturer on a continuous coil coating line, with a topside dry film thickness of 0.70 to 0.90 mil over 0.25 to 0.35 mil prime coat, to provide a total dry film thickness of 0.95 to 1.25 mil. Bottom side shall be coated with primer with a dry film thickness of 0.25 mil. Finish shall conform to all tests for adhesion, flexibility, and longevity as specified by the Kynar 500 finish supplier.
- D. Strippable film shall be applied to the top side of the painted coil to protect the finish during fabrication, shipping and field handling. This strippable film must be removed immediately before installation. Color to be standard manufacturer color.

2.03 ACCESSORY MATERIALS

- A. Fasteners: Stainless Steel with washers where required, or as recommended by metal panel manufacturer.
- B. Sealant: As specified in Section 07900.
- C. Vinyl Weatherseal Insert.

2.04 FABRICATION

- A. All exposed adjacent flashing shall be of the same material and finish as the roof panels.
- B. Hem all exposed edges of flashing on underside, ½ inch.

2.05 PREFORMED METAL PANELS

- A. Tee-Panel:
 - 1. Panels shall have 12 3/4" on-center seam spacing with a seam height of 1" and shall have no exposed fasteners.
 - 2. Panels shall be site-formed with the Berridge Model SS-21 Portable Roll Former in continuous lengths from eave to ridge.

3. Snap-on seams shall be 1" in height and shall contain the Berridge factory-applied Extruded Vinyl Weather Seal Insert (Patent No. 4641475) to prevent siphoning of moisture through the standing seam.
4. Concealed anchor clips shall be spaced as required to meet uplift loads (maximum of 24" on center).
5. **When required, Panel assembly shall bear Underwriters Laboratories Label UL90, pursuant to Construction Number 296 and applicable Fire Ratings.**
6. Certification shall be submitted, based on independent testing laboratory, indicating no measurable water penetration or air leakage beyond allowable tolerances through the system when tested in accordance with ASTM E-331-86 and E-283-84.
7. Finish to be selected by the Architect from the Manufacturers list of standard color options.

2.06 UNDERLAYMENT

- A. Shall be self-adhered roofing underlayment for high temperature applications. Grace Ultra, by Grace Construction Products.

2.07 CARPENTRY

- A. **MATERIALS:** Blocking lumber shall be Hem-Fir No. 1 pressure treated as detailed on the drawings. Plywood shall be 3/4" exterior grade pressure treated.
- B. **PRESERVATIVE TREATMENT:** Preservative treatment shall be "Green Cuprinol" for all wood, plywood, nailer plates and blocking as detailed on the drawings. Wood must be treated with a preservative which will not react with asphalt. Oil based preservatives such as creosote are not acceptable.
- C. **INSTALLATION:** All blocking shall be erected true to lines, levels and dimensions, squared, aligned, plumbed, well spiked and nailed, and adequately braced. All wood blocking to be secured to existing structure shall be fastened with self-drilling, self-tapping screws at no more than 4'-0" o.c., or other approved fasteners that suit the job conditions.

2.08 SHEET METAL WORK

A. WORKMANSHIP

1. Surfaces to be covered with sheet metal shall be cleaned of dirt, rubbish and other foreign material before sheet metal work is started. All projecting nails shall be driven flush.
2. All sheet metal work shall be of watertight and weather tight construction lines, arises and angles shall be sharp and true. Plane surfaces shall be free from waves and buckles.

3. Copper shall be separated from other metal, except lead, by saturated fabric.
 4. Provide for thermal expansion of all exposed sheet metal work exceeding 15'-0" running length, except as otherwise indicated. Flashing and trim, 10'-0" maximum spacing, and located 2'-0" from corners and intersections. Ample provisions shall be made for expansion and contraction.
 5. Take special care in the fabrication, handling and installation of pre-finished work to avoid damage to finish. Remove protective film from each unit after installation. Touch up minor defects to match factory finish. Replace excessively damaged material as determined by Architect.
- C. STEEL SHEET CAPS /FLASHINGS and miscellaneous forms shall be 24 gauge sheet metal , with 22 gauge continuous cleats Zinc-Coated Steel Sheet with Kynar 500 finish.
1. All joints shall be lapped 4" over concealed splice plate with caulk.
 2. Factory fabricate all metal components to the maximum extent possible. All trim and flashing, whether factory formed or not, shall exhibit clear, sharp, straight and uniform bends. Hem all exposed edges or flashings.
 3. Form flashing components from full single width sheet. Provide shop fabricated, mitered corners, joined using closed end pop rivets and joint sealant.
 4. Fabricate roofing and related sheet metal work in accordance with approved shop drawings and applicable standard.
 5. Provide linear sheet metal items in minimum 10'-0" sections except as otherwise noted. From flashing using single pieces for the full width. Provide shop fabricated mitered and joined corners where required.
 6. Back paint flashings with bituminous paint where expected to be in contact with dissimilar metals.

PART 3 - EXECUTION

3.01 INSPECTION

A. Substrate:

1. Examine sheathing to ensure proper attachment to framing.
2. Inspect roof deck to verify deck is clean and smooth, free of depressions, waves or projections, level to 1/4" in 20', and properly sloped to valleys and eaves.

3. Verify deck is dry and free of snow or ice. Flutes in steel deck to be clean and dry, joints in wood deck to be solidly supported and nailed.

B. Underlayment:

1. Verify underlayment has been installed over solid sheathing and fastened in place.
2. Ensure underlayment is installed horizontally, starting at eave to edge with a 6" minimum overlap and 18" endlaps.

3.02 INSTALLATION

- A. Comply with manufacturers standard instructions and conform to standards set forth in the Architectural Sheet Metal Manual published by SMACNA, in order to achieve a watertight installation.
- B. Install panels in such a manner that horizontal lines are true and level and vertical lines are plumb.
- C. Install starter and edge trim before installing roof panels.
- D. Remove protective strippable film prior to installation of roof panels.
- E. Attach panels using manufacturer's standard clips and fasteners, spaced in accordance with approved shop drawings.
- F. Install sealants for preformed roofing panels as approved on shop drawings.
- G. Do not allow panels or trim to come into contact with dissimilar materials.
- H. Do not allow traffic on completed roof. If required, provide cushioned walk boards.
- I. Protect installed roof panels and trim from damage caused by adjacent construction until completion of installation.
- J. Remove and replace any panels or components which are damaged beyond successful repair.

3.03 CLEANING

- A. Clean any grease, finger marks or stains from the panels per manufacturer's recommendations.
- B. Remove all scrap and construction debris from the site.

END OF SECTION 07 61 00

SECTION 07 92 00 - JOINT SEALERS

1.01 RELATED DOCUMENTS

- A. AIA Document A201, "General Conditions of the Contract for Construction," 2007, The American Institute of Architects, Articles 1 through 15 are bound herein and are hereby made a part of the Specifications and shall apply to Contractors and all Subcontractors. Note also all Addenda.

1.02 SUMMARY

- A. This Section includes joint sealants for the following locations:
 - 1. Exterior joints in vertical surfaces and nontraffic horizontal surfaces as indicated below:
 - a. Perimeter joints between unit masonry and metal cladding panels.
 - b. Perimeter joints between doors, windows and masonry or metal cladding panels.
 - c. Other joints as indicated.
 - 2. Interior joints in vertical surfaces and horizontal nontraffic surfaces as indicated below:
 - a. All exposed joints between steel columns, masonry, drywall, or other dissimilar materials.
 - b. Other joints as indicated.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Section 04 20 00 "Unit Masonry"

1.03 SYSTEM PERFORMANCE REQUIREMENTS

- A. Provide elastomeric joint sealants that have been produced and installed to establish and to maintain watertight and airtight continuous seals without causing staining or deterioration of joint substrates.
- B. Provide joint sealants for interior applications that have been produced and installed to establish and maintain airtight continuous seals that are water resistant and cause no staining or deterioration of joint substrates.

1.04 SUBMITTALS

- A. Product data from manufacturers for each joint sealant product required.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced Installer who has completed joint sealant applications similar in material, design, and extent to that indicated for Project that have resulted in construction with a record of successful in-service performance.
- B. Single Source Responsibility for Joint Sealant Materials: Obtain joint sealant materials from a single manufacturer for each different product required.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration period for use, pot life, curing time, and mixing instructions for multicomponent materials.
- B. Store and handle materials in compliance with manufacturer's recommendations to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

1.07 PROJECT CONDITIONS

- A. Environmental Conditions: Notify Architect and do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside the limits permitted by joint sealant manufacturer.
 - 2. When ambient and substrate temperature conditions are outside the limits permitted by joint sealant manufacturer or below 40 deg F (4.4 deg C).
 - 3. When joint substrates are wet.
- B. Joint Width Conditions: Notify Architect and do not proceed with installation of joint sealants where joint widths are less than allowed by joint sealant manufacturer for application indicated.
- C. Joint Substrate Conditions: Notify Architect and do not proceed with installation of joint sealants until contaminants capable of interfering with their adhesion are removed from joint substrates.

1.08 SEQUENCING AND SCHEDULING

- A. Sequence installation of joint sealants to occur not less than 21 nor more than 30 days after completion of waterproofing, unless otherwise indicated.

PART 2 - PRODUCTS

2.01 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, joint fillers, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
- B. Colors: Provide color of exposed joint sealants to comply with the following:
 - 1. Provide selections made by Architect from manufacturer's full range of standard colors for products of types indicated.

2.02 ELASTOMERIC JOINT SEALANTS

- A. Elastomeric Sealant Standard: Provide manufacturer's standard chemically curing elastomeric sealants that comply with those requirements referencing ASTM 920 classifications for Type, Grade, Class, and Uses.
- B. Products: Subject to compliance with requirements, provide one of the following:
 - 1. Multi-Part, Non Sag Urethane Sealants:
 - a. "Dynatrol II", Pecora Corp.
 - b. "Sonolastic NP2", Sonneborn Building Products Division
 - c. "Dymeric Plus", Tremco.
 - 2. Multi-Part, Self Levelling Urethane Sealant:
 - a. "Sikaflex - 20 SL", Sika Corp.
 - b. "Sonolastic SL2", Sonneborn Building Products Division.

2.03 LATEX JOINT SEALANTS

- A. General: Provide manufacturer's standard one-part, nonsag, mildew-resistant, paintable latex sealant of formulation indicated that is recommended for exposed applications on interior and protected exterior locations and that accommodates indicated percentage change in joint width existing at time of installation without failing either adhesively or cohesively.
- B. Acrylic-Emulsion Sealant: Provide product complying with ASTM C 834 that accommodates joint movement of not more than 5 percent in both extension and compression for a total of 10 percent.
- C. Products: Subject to compliance with requirements, provide one of the following:
 - 1. Acrylic-Emulsion Sealant:
 - a. "AC-20", Pecora Corp.
 - b. "Sonolac," Sonneborn Building Products Div., ChemRex, Inc.
 - c. "Tremco Acrylic Latex 834, " Tremco, Inc.

2.04 JOINT SEALANT BACKING

- A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Plastic Foam Joint Fillers: Preformed, compressible, resilient, nonstaining, nonwaxing, nonextruding strips of flexible plastic foam of material indicated below and of size, shape, and density to control sealant depth and otherwise contribute to producing optimum sealant performance:
 - 1. Open-cell polyurethane foam.
 - 2. Closed-cell polyethylene foam, nonabsorbent to liquid water and gas, nonoutgassing in unruptured state.
 - 3. Proprietary, reticulated, closed-cell polymeric foam, nonoutgassing, with a density of 2.5 pcf and tensile strength of 35 psi per ASTM D 1623, and with water absorption less than 0.02 gms/cc per ASTM C 1083.
 - 4. Any material indicated above.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape as recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

2.05 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming in any way joint substrates and adjacent nonporous surfaces, and formulated to promote optimum adhesion of sealants with joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint sealant performance. Notify Architect and do not proceed with installation of joint sealants until unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. **Surface Cleaning of Joints:** Clean out joints immediately before installing joint sealants to comply with recommendations of joint sealant manufacturer and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 - 2. Clean concrete, masonry, unglazed surfaces of ceramic tile, and similar porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining from above cleaning operations by vacuuming or blowing out joints with oil-free compressed air.
 - 3. Remove laitance and form release agents from concrete.
 - 4. Clean metal, glass, porcelain enamel, glazed surfaces of ceramic tile, and other nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.
- B. **Joint Priming:** Prime joint substrates where indicated or where recommended by joint sealant manufacturer based on preconstruction joint sealant-substrate tests or prior experience. Apply primer to comply with joint sealant manufacturer's recommendations. Confine primers to areas of joint sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. **Masking Tape:** Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.03 INSTALLATION OF JOINT SEALANTS

- A. **General:** Comply with joint sealant manufacturer's printed installation instructions applicable to products and applications indicated, except where more stringent requirements apply.
- B. **Installation of Sealant Backings:** Install sealant backings to comply with the following requirements:
 - 1. Install joint fillers of type indicated to provide support of sealants during application and at position required to produce the cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

- a. Do not leave gaps between ends of joint fillers.
 - b. Do not stretch, twist, puncture, or tear joint fillers.
 - c. Remove absorbent joint fillers that have become wet prior to sealant application and replace with dry material.
2. Install bond breaker tape between sealants where backer rods are not used between sealants and joint fillers or back of joints.
- C. Installation of Sealants: Install sealants by proven techniques that result in sealants directly contacting and fully wetting joint substrates, completely filling recesses provided for each joint configuration, and providing uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability. Install sealants at the same time sealant backings are installed.
- D. Tooling of Nonsag Sealants: Immediately after sealant application and prior to time skinning or curing begins, tool sealants to form smooth, uniform beads of configuration indicated, to eliminate air pockets, and to ensure contact and adhesion of sealant with sides of joint. Remove excess sealants from surfaces adjacent to joint. Do not use tooling agents that discolor sealants or adjacent surfaces or are not approved by sealant manufacturer.
 1. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.

3.04 CLEANING

- A. Clean off excess sealants or sealant smears adjacent to joints as work progresses by methods and with cleaning materials approved by manufacturers of joint sealants and of products in which joints occur.

3.05 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances or from damage resulting from construction operations or other causes so that they are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so that and installations with repaired areas are indistinguishable from original work.

3.06 GUARANTEE AND CERTIFICATION

- A. This Contractor shall and hereby does guarantee that all sealant work will be free from defects of materials and workmanship for a period of five (5) years. The following types of failure will be adjusted:
 1. Leakage, cracking, crumbling, melting, shrinking or running of caulking, or staining of adjacent work by caulking.

- B. This Contractor shall repair and replace work which becomes defective during guarantee term without cost to the Owner.

3.07 SCHEDULE

A. Exterior Joints:

1. Masonry to masonry: Multi-Part, Non-Sag Urethane Sealant.
2. Masonry to door frames: Multi-Part, Non-Sag Urethane Sealant
3. Masonry to concrete: Multi-Part, Non-Sag Urethane Sealant
4. All expansion and control joints: Multi-Part, Non-Sag Urethane Sealant
5. Metal frame and window perimeters: Multi-Part, Non-Sag Urethane Sealant
6. All exposed joints between dissimilar materials: MultiPart, Non-Sag Urethane Sealant

END OF SECTION 07 92 00

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SECTION 09 90 00- PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Instructions to Bidders, AIA Document A201 - 2007, "General Conditions of the Contract for Construction," the Supplementary General Conditions and Division 1, General Requirements, are a part of this Section and shall be binding on the Contractor and or Subcontractor who performs this Work. Note also all Addenda.

1.2 DESCRIPTION OF WORK

- A. The extent of painting work is indicated on Drawings, and is specified herein.
- B. The work includes painting and finishing of exterior items and surfaces throughout the project, as indicated and specified.
- C. Surface preparation, priming and finishing coats of paint specified are in addition to shop-priming and surface treatment specified under other Sections of this work.
- D. "Paint" as used herein means all coating systems materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.
- E. The terms "Paint Applicator" and "Applicator" as used herein are construed to be synonymous with the term "Installer".
- F. Related Work Specified Elsewhere:
 - 1. Shop Priming: Unless otherwise specified, shop priming or ferrous metal items is included under the various sections for miscellaneous metal, hollow metal work, and similar items.
 - 4. Finished Metal Surfaces: Metal surfaces of stainless steel, chrome plate, will not require finish painting, in the field, unless indicated to be painted out with adjacent surfaces.
 - 5. Operating Parts and Labels:
 - a. Do not paint over any code-required labels, such as Underwriters' Laboratories and Factory Mutual, or any equipment identification, performance rating, name, or nomenclature plates.

1.3 QUALITY ASSURANCE

- A. Furnish all materials from one manufacturer to maximum degree practical unless otherwise specifically approved by Architect.

- B. Manufacturers Products and Colors: Provide paint materials, products and colors from manufacturers noted on Schedules on Drawings. For other work specified to be painted, use paint materials from the following:

Sherwin Williams
Devoe & Reynolds
Benjamin Moore
P.P.G. Industries, Inc.
Pratt & Lambert, Inc.

1.4 SUBMITTALS

- A. Approval of Manufacturer; Painting:

Before placing orders for materials submit names of manufacturers of all materials for approval.

- B. Manufacturer's Data; Painting:

Submit two (2) copies of manufacturer's technical information including label analysis and application instruction for each material proposed for use. Transmit a copy of each manufacturer's instruction to the Applicator.

- C. Samples; Painting:

1. Four weeks prior to start of any field painting, submit samples for Architect's review of color and texture only. Compliance with all other requirements is the exclusive responsibility of Contractor. Provide a listing of the material and application for each coat of each finish sample.
2. On 12" x 12" hardboard, provide two (2) samples of each color, pattern, and material, with texture to simulate actual conditions. Resubmit each sample as requested until acceptable sheen, color, and texture is achieved.

1.5 DELIVERY AND STORAGE

Deliver all materials to the job site in original, new and unopened packages and containers bearing manufacturer's name and label, and the following information:

Name or title of material.
Fed. Spec. number, if applicable.
Manufacturer's stock number and date of manufacture.
Contents by volume, for major pigment and vehicle constituents.
Thinning instructions.
Application instructions.
Color name and number.

1.6 JOB CONDITIONS

Provide finish coats that are compatible with prime paints used. Verify primers used by others on materials to be field finished. Provide barrier coats and/or re-prime if primer is determined to be incompatible with finish coats.

PART 2 - PRODUCTS

2.1 COLORS AND FINISHES

- A. Paint, coatings, and finishes are indicated herein.
- B. Architect will furnish color chips of finish colors for all surfaces to be coated or to be matched.
- C. Use representative colors when preparing samples for review, special tinting and mixing may be required.
- D. Final acceptance of colors will be from samples applied on the job as noted under "Submittals".
- E. Color Pigments: Pure, non-fading, applicable types to suit the substrate and service indicated.
- F. Notify Architect in writing of any anticipated problems using specified materials due condition of substrate.

2.2 MATERIAL QUALITY

- A. Provide the best quality grade of the various types of coatings as regularly manufactured by approved paint materials manufacturers. Material not displaying the manufacturer's identification as a standard best-grade product will not be acceptable.
- B. Federal Specifications establish the minimum acceptable quality for paint materials. Provide a written certification from the paint manufacturer that materials provided meet or exceed these minimums.
- C. Provide undercoat paint produced by the same manufacturer as the finish coats. Use only thinners approved by the paint manufacturer, and use only within recommended limits.

2.3 PAINT SYSTEMS SCHEDULE

- A. Provide the following interior finish systems by approved manufacturer. Not less than 2.5 mils total dry film thickness of each paint system. Prime coats shall be field applied regardless of any shop priming.
1. Ferrous Metal Doors and Frames: Exterior
1st Coat – Primer Benjamin Moore M07
2nd Coat – Benjamin Moore Alkyd Semi Gloss DTM
3rd Coat – Benjamin Moore Alkyd Semi Gloss DTM
First coat required regardless of shop prime.
 2. Structural Steel Lintels: Exterior
1st Coat – Benjamin Moore, Universal Metal Primer (M07)
2nd Coat – Benjamin Moore, IronClad Alkyd Low Lustre Metal & Wood Enamel #163
3rd Coat – Benjamin Moore IronClad Alkyd Low Lustre Metal & Wood Enamel #163
Note: The “Low Lustre” finish of the above mentioned product will provide the closest sheen available to a satin finish.
 3. Cementitious Plaster Ceiling and Soffits: Exterior
1st Coat – Benjamin Moore, Fresh Start 046 Primer
2nd Coat – Benjamin Moore, Regal Select Exterior Paint – High Build Flat Finish N400
3rd Coat – Benjamin Moore, Regal Select Exterior Paint – High Build Flat Finish N400

PART 3 - EXECUTION

3.1 INSPECTION

- A. Paint Applicator must examine areas and conditions under which painting work is to be applied and notify Contractor in writing of conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected in manner acceptable to the Applicator.
- B. Starting of painting work will be construed as Applicator's acceptance surfaces and conditions within any particular area.
- C. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to the formation of a durable paint film.

3.2 SURFACE PREPARATION, GENERAL

- A. Perform preparation and cleaning procedures in strict accordance with the paint manufacturer's instructions, The SSPC's Surface Preparation Standards and as herein specified, for each particular substrate condition.
- B. Remove all hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items in place and not to be finish painted, or provide surface-applied protection prior to surface preparation and painting operations. Remove, if necessary, for the complete painting of the items and adjacent surfaces. Following completion of painting of each space or area, reinstall the removed items by workmen skilled in the trades involved.
- C. Clean surfaces to be painted before applying paint or surface treatment. Remove oil and grease prior to mechanical cleaning. Program the cleaning and painting so that contaminants from the cleaning process will not fall onto wet, newly painted surfaces.
- D. Ferrous Metals: Touch up shop-applied prime coats throughout job that are damaged or bare, using the same type shop primer.

3.3 MATERIALS PREPARATION

- A. Mix and prepare painting materials in accordance with manufacturer's directions.
- B. Store materials not in actual use in tightly covered containers. Maintain containers used in storage, mixing and application of paint in a clean condition, free of foreign materials and residue.
- C. Stir materials before application to produce a mixture of uniform density, and stir as required during the application of the materials. Do not stir surface film into the material. Remove the film and, if necessary, strain the material before using.

3.4 APPLICATION, GENERAL

- A. Apply paint and other finishes as noted on the Drawings in accordance with the manufacturer's directions, with positive venting, during off-hour periods, at the Owner's discretion if a noxious smell is created. Use applicators and techniques best suited for the substrate and type of material being applied.
- B. Apply additional coats when undercoats, stains or other conditions show through the final coat of paint, until the paint film is of uniform finish, color and appearance. Give special attention to ensure that all surfaces, including edges, corners, crevices, welds, and exposed edges receive a dry film thickness equivalent to that of flat surfaces.

3.5 SCHEDULING PAINTING

- A. Apply the first-coat material to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
- B. Allow sufficient time between successive coatings to permit proper drying. Do not re-coat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and the application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.
- C. Apply each material at not less than the manufacturer's recommended spreading rate, to establish a total dry film thickness as indicated or, if not indicated, as recommended by coating manufacturer.

3.6 PRIME COATS

- A. Apply a prime coat to material that is required to be painted or finished after repair of shop prime coated by others.
- B. Re-coat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn-through or other defects due to insufficient sealing.

3.7 QUALITY OF FINISH

- A. Pigmented (opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness or other surface imperfections will not be acceptable.
- B. Complete Work: Match approved samples for color, texture and coverage. Match approved mock-ups for visual quality. Remove, refinish or repaint work not in compliance with specified requirements.
- C. Architect shall randomly wash painted surfaces with floodlight to determine visual acceptability of work.
- D. Architect shall randomly take up to 20 samples of finish systems to test for thickness and number of coatings.
- E. Work that does not comply with requirements or match approved mock-ups of similar systems shall be rejected. Rejected work shall be chemically and/or mechanically stripped, sanded and refinished at Contractor's expense, and as necessary to produce results satisfactory to Architect.

3.8 PREPARATION OF COLORS

Colors shall be specially mixed to match color chips selected by Architect from color schedule developed by Architect.

3.9 CLEAN-UP AND PROTECTION

- A. Clean-up: During the progress of the work, remove from the site all discarded paint materials, rubbish, cans and rags at the end of each work day.
- B. Upon completion of painting work, clean adjacent paint-spattered finish surfaces. Remove spattered paint by proper methods of washing and scraping by using care not to scratch or otherwise damage finished surfaces.
- C. Protection: Protect work of other trades, whether to be painted or not, against damage by painting and finishing work. Correct any damage by cleaning, repairing or replacing, and repainting, as acceptable to the Architect.
- D. Provide "Wet Paint" signs as required to protect newly painted finishes. Remove temporary protective wrappings provided by others for protection of their work, after completion of painting operations.
- E. At the completion of work of other trades, touch-up and restore all damaged or defaced painted surfaces.

END OF SECTION 09 90 00

32 13 13 – CONCRETE PAVEMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. AIA Document A201, "General Conditions of the Contract for Construction," 2007, The American Institute of Architects, Articles 1 through 15 are bound herein and are hereby made a part of the Specifications and shall apply to Contractors and all Subcontractors. Note also all Addenda.

1.2 SUMMARY

- A. This Section includes exterior concrete for the following:
 - 1. Concrete walk pavement.
- B. Provide all facilities, labor, materials, equipment, transportation, supervision, and related work necessary to complete the work in this Specification, and as shown on the Drawings.
- C. All work shall be performed in accordance with applicable codes, permits and regulations, and the requirements of all local, state, and federal agencies having jurisdiction over the work.

1.3 RELATED SECTIONS

- A. Examine Contract Documents for requirements that affect Work of this Section. Other Specifications Sections that directly relate to Work of this Section include, but are not limited to:
 - 1. Division 01, Section 01 71 23 Field Engineering.

1.4 REFERENCES AND DEFINITIONS

- A. Refer to Division 01, Section 01 42 00 Standard Sitework References & Definitions for definition of specific referenced standards as may be abbreviated in this section.

1.5 QUALITY ASSURANCE

- A. Refer to Division 01, Section 01 43 00 Quality Assurance for testing and quality standards and for site work defined elsewhere in this specification.

1.6 SUBMITTALS

- A. Concrete Design Mixtures: For each concrete pavement mixture. Include

- alternate mixture designs when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments.
- B. Qualification Data: For installer(s) and/or manufacturer(s).
 - C. Expansion Joints: Product data for expansion joint materials.
 - D. Joint Sealant: Product data for joint sealant(s).
 - E. Detectable Warning Tiles: Product data for detectable warning tiles, including certification that product meets Federal ADA requirements.

PART 2 - PRODUCTS

2.1 CONCRETE MIXTURES

- A. Concrete shall comply with CT DOT Form 816 Section M.03.01 'Class F', 4,400 psi Portland cement concrete (@ 28 days), except that air content shall be 6% (+/- 1.0%).
 - 1. Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight concrete at point of placement.
 - 2. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.
 - 3. Chemical Admixtures: Use admixtures according to manufacturer's written instructions.
 - 4. Use water-reducing admixture in concrete, as required, for placement and workability.
 - 5. Use retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.

2.2 STEEL REINFORCEMENT

- A. Reinforcement, where noted, shall conform to CT DOT Form 816, Section M.06.01 for uncoated bar and welded steel wire fabric, unless otherwise noted on plan.
- B. Joint Dowel Bars: Plain steel bars, ASTM A 615/A 615M, Grade 60. Cut bars true to length with ends square and free of burrs.

2.3 FORMS

- A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, smooth exposed surfaces. Use flexible or curved forms for radii.
- B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

2.4 EXPANSION & CONTROL JOINTS

- A. Expansion joint material shall be 3/8-inch pre-molded asphaltic expansion joint filler where noted on plans.
 - 1. Expansion joint material is required where new concrete pavement abuts any new or existing concrete walls, foundations, steps, curbs and between successive pours.
 - 2. Trim joint filler at least 1/4 inch below finished surface.
- B. Control joints shall consist of tooled joints to the depth shown on the details and where noted on the plans.
 - 1. Control joints shall be evenly spaced between expansion joints.
 - 2. All tool marks at expansion and control joints on horizontal planes shall be removed by brushing.

2.5 JOINT SEALANTS

- A. General: Pavement sealants shall be a polyurethane based complying with ASTM C-920, Type S (single component), or Type M (multi-component), Use group T (traffic) or NT (non-traffic), Class 35 (minimum) and the following. Any sealants used shall be recommended for the specific use by the manufacturer. Sealant and backer-rod materials shall be compatible as noted by the manufacturers submitted.
 - 1. Horizontal joints in areas of vehicular traffic shall comply with: ASTM C-920, Grade P (pourable or self-leveling) Use T.
 - 2. Horizontal joints in areas of pedestrian, or light vehicular traffic shall comply with
ASTM C-920, Grade NS (non-sag), use T or NT.
 - 3. Vertical Joints: Shall comply with ASTM C-920, Grade NS (non- sag), use T or NT.
 - 4. Color shall be from the manufacturer's standard color chart / samples.
- B. Round backer rods of diameter and density required for the application and compatible with sealant type(s) and joint substrate to control sealant depth and prevent bottom adhesion of sealant.

PART 3 - EXECUTION

3.2 EXAMINATION

- A. Examine exposed pavement base course surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.
- B. Proof-roll prepared base course below concrete pavements and slabs with

heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding.

1. Completely proof-roll subbase in one direction and repeat in perpendicular direction. Limit vehicle speed to 3 mph.
 2. Subbase with soft spots and areas of pumping or rutting exceeding depth of 1/2 inch require correction according to requirements in Division 31 Section "Earthwork."
- C. Proceed with concrete placement operations only after nonconforming conditions have been corrected and base course is ready to receive pavement.
- D. Remove loose material from compacted base course surface immediately before placing concrete.

3.3 CONSTRUCTION

- A. Place concrete pavement to the grade, width and depth as shown on plan.
- B. General: Construct forms and place reinforcement and concrete in conformance with CTDOT Form 816, Section 4.01.03

3.4 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
- B. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
- C. Install welded wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

3.5 CONCRETE PLACEMENT

- A. Inspection: Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast in. Notify other trades to permit installation of their work.
- B. Remove snow, ice, or frost from subbase surface and reinforcement before placing concrete. Do not place concrete on frozen surfaces.
- C. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.

- D. Do not add water to fresh concrete after testing.
- E. Deposit and spread concrete in a continuous operation between joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- F. Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
 - 1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels, and joint devices.
- G. Screed pavement surfaces with a straightedge and strike off.
- H. Commence initial floating using bull floats or darbies to impart an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.
- I. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
 - 1. When air temperature has fallen to or is expected to fall below 40° F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50° F and not more than 80° F at point of placement.
 - 2. Do not use frozen materials or materials containing ice or snow.
 - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mix designs.
- J. Hot-Weather Placement: Comply with ACI 301 and as follows when hot-weather conditions exist:
 - 1. Cool ingredients before mixing to maintain concrete temperature below 90° F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
 - 2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
 - 3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

3.6 JOINTS

- A. Install expansion and contraction joints in locations shown and as noted on drawings.
- B. Install backer rods at expansion joints in accordance with manufacturer's instructions.
 - 1. Do not leave gaps between ends of backer rod material.
 - 2. Do not stretch, twist, puncture or tear backer rod material.
 - 3. Remove any backer rod material that has become wet before sealant application and replace with dry material.
- C. Install joint sealant at expansion joints in accordance with manufacturer's instructions.
 - 1. Place sealant so it directly contacts concrete surfaces and backer rod materials.
 - 2. Sealant shall completely fill all recesses for each joint configuration. Produce uniform cross-sectional shapes and depths relative to the joint and according to manufacturer's instructions.
- D. Immediately clean any excess sealant or smears on adjacent surfaces as the work progresses by methods and with materials approved by the sealant manufacturer.
- E. Protect joint sealant during placement and throughout curing period from contaminants and/or damage. Remove and replace any contaminated or damaged sections.

3.7 FINISHING CONCRETE

- A. General: Do not add water to concrete surfaces during finishing operations.
- B. Finish: Begin the second floating operation when bleed-water sheen has disappeared, and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats, or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
 - 1. Medium-Textured Broom Finish: Provide a coarse finish by striating float-finished concrete surface 1/16 to 1/8 inch (1.6 to 3 mm) deep with a stiff-bristled broom, perpendicular to line of traffic. Edges of panels shall have a tooled radius, but the flat surface shall have the tooled marks removed by brooming.

3.8 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.

1. Comply with ACI 306.1 for cold-weather protection.
- B. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb./sq. ft. x h (1 kg/sq. m x h) before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- D. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover, curing compound or a combination of these as follows:
 1. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
 2. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

3.9 PAVEMENT TOLERANCES

- A. Comply with tolerances of ACI 117 and as follows:
 1. Elevation: 1/4 inch.
 2. Thickness: Plus 3/8 inch, minus 1/4 inch.
 3. Surface: Gap below 10-foot long, unleveled straightedge not to exceed 1/4 inch.
 4. Contraction Joint Depth: Plus 1/4 inch, no minus.
 5. Joint Width: Plus 1/8 inch, no minus.

3.10 REPAIRS AND PROTECTION

- A. Remove and replace concrete pavement that is broken, damaged, or defective or that does not comply with requirements in this Section.
- B. Drill test cores, where directed by Architect, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with portland cement concrete bonded to pavement with epoxy adhesive.
- C. Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign

material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 32 13 13